

CONSTRUCTION OF NKULULEKO ROAD FROM DAYS TARVERN – WARD 28

TENDER NUMBER: COM63/2025

TENDERER:	
------------------	--

CLOSING DATE: 21 JULY 2025 AT 11:00AM

CSD REG NUMBER: MAAA.....

CLIENT	ENGINEER
 <p>City of Mbombela PO Box 45 Mbombela 1200 Tel: 013-759 2358 Fax: 013-753 4444</p>	 <p>Mafahleni Engineers and Project Managers 49 Ferreira Street Nelspruit 1200 Tel: 013 752 293</p>

CONSTRUCTION OF NKULULEKO ROAD FROM DAYS TARVERN- WARD 28

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER : _____

ADDRESS : _____

TELEPHONE NUMBER : _____

FAX NUMBER : _____

E-MAIL ADDRESS : _____

CLOSING DATE : _____

TENDERED AMOUNT : _____

Signed by authorized 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, August 2019, as amended. |
| 2. | CIDB | Standard for Developing Skills through Infrastructure Contracts |
| 3. | SANS 10845-1 | Processes, methods and procedures. |
| 4. | SANS 10845-2 | Formatting and compilation of procurement documentation. |
| 5. | SANS 10845-3 | Standard conditions of tender. |
| 6. | GCC | General Conditions of Contract for Construction Works, Third Edition (2015) issued by the South African institution of Civil Engineering. |
| 7. | COTO | Standard Specifications for Road and Bridge Works for State Road Authorities (2020) |
| 8. | 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)	02
T 1.2	Tender Data	(pink)	03 - 20
PART T2	RETURNABLE DOCUMENTS	(yellow)	21- 68
	(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)	74
C 1.2	Form of Acceptance	(pink)	75
C 1.3	Schedule of Deviations	(pink)	76
C 1.4	Contract Data	(yellow)	78
C 1.5	Performance Guarantee	(yellow)	83
C 1.6	Agreement in Terms of the Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	(yellow)	87
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)	89
PART C2	PRICING DATA		
C 2.1	Pricing Instructions	(yellow)	93
C 2.2	Bill of Quantities	(yellow)	98 - 129

<u>SECTION</u>	<u>DESCRIPTION</u>		<u>PAGE</u>
PART C3	SCOPE of WORK		
C 3.1	Description of Works	(blue)	132
C 3.2	Engineering	(blue)	145
C 3.3	Procurement	(blue)	148
C 3.4	Construction	(blue)	150
C 3.5	Management	(blue)	165
C 3.6	Health and Safety	(blue)	170
PART C4	SITE INFORMATION		
C 4.1	Site Information	(green)	172 - 181
ANNEXURES			
Appendix A	Occupational Health and Safety Regulations	(white)	182 - 196
Appendix B	Drawings for Tender Purposes	(white)	197- 224

PART T1: TENDERING PROCEDURES

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
T 1.1	Tender Notice and Invitation to Tender	02
T 1.2	Tender Data	03

PART T2: RETURNABLE DOCUMENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
T 2	Returnable Documents	21

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 **CONSTRUCTION OF NKULULEKO ROAD FROM DAYS TARVERN-MATSULU.**

TENDER NO:	DESCRIPTION	CIDB GRADING	COMPULSORY MEETING AND SITE INSPECTION DATE	CLOSING DATE
COM63/2025	CONSTRUCTION OF NKULULEKO ROAD – WARD 28	7 CE OR HIGHER	30 JUNE AT 10:00 AM AT NKULULEKO ROAD, (OUTSIDE MASITAKHE HIGH SCHOOL) GPS COORDINATES: 25°30'14.92 S 31°21'5.17" E	21 JULY 2025 AT 11:00

It is compulsory that service providers download a copy of the bid document that will **ONLY** be available as from 19 June 2025 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, COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE TO CLAIM B-BBEE POINTS, CURRENT MUNICIPAL RATES AND TAXES STATEMENTS FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RESIDENCE FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED WITH THE LESSOR'S UP-TO-DATE MUNICIPAL RATES AND TAXES STATEMENTS FOR BOTH THE COMPANY AND ITS ACTIVE DIRECTORS INCLUDING CONSORTIUM/JV PARTNERS, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document, together with the bid document must be sealed in an envelope clearly marked: **"BID NO.:COM63/2025, CONSTRUCTION OF NKULULEKO ROAD FROM DAYS TARVERN WARD 28, CLOSING DATE: 30 JULY 2025"** 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 Enquires	:	Nhlanhla 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.

1.2 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>Part C3 Scope of Works</p> <p>C3.1 Scope of Works (blue)</p> <p>C3.2 Engineering (blue)</p>

3.2	<p>C3.3 Procurement (blue) C3.4 Construction (blue) C3.5 Management (blue) C3.6 Health and Safety (blue) Part C4 Site Information C4 Site Information (green)</p> <p>Appendices Annexure A Health and Safety Specification (white) Annexure B Drawings for Tender Purposes (white)</p>										
3.4	<p>The Employer's Agent is: Name: Mafahleni Engineers & Project Managers Address: PO Box 4147 Nelspruit 1200 Tel: 013 752 2937 Cell: 072 327 5158 E-mail: mlungisit@mafahleni.co.za</p>										
3.5	The language for communications is English.										
3.6	The competitive negotiation procedure shall not be applied.										
4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: a) CIDB registration</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 7CE or higher of construction work, are eligible to have their tenders evaluated.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.</p> <p>For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.</p> <table border="1"> <thead> <tr> <th>Category of tender</th><th>Upper limits per CIDB Table 8 Regulation 17</th></tr> </thead> <tbody> <tr> <td>CE 5</td><td>R10m</td></tr> <tr> <td>CE 6</td><td>R20m</td></tr> <tr> <td>CE 7</td><td>R60m</td></tr> <tr> <td>CE 8</td><td>R200m</td></tr> </tbody> </table> <p>Joint Ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none"> (1) every member of the joint venture is registered with the CIDB; (2) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7 CE or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. 	Category of tender	Upper limits per CIDB Table 8 Regulation 17	CE 5	R10m	CE 6	R20m	CE 7	R60m	CE 8	R200m
Category of tender	Upper limits per CIDB Table 8 Regulation 17										
CE 5	R10m										
CE 6	R20m										
CE 7	R60m										
CE 8	R200m										

	<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 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 demonstrate 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 4.15	<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</p> <p>Physical address: 1 Nel Street, Mbombela 1200</p> <p>Identification details: COM63/2025, CONSTRUCTION OF NKULULEKO ROAD FROM DAYS TARVERN– WARD 28</p> <p>Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address.</p> <p>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	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form U).
4.13.5	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.
4.13.5	A two-envelope procedure will not be followed.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 120 days.
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;</p> <p>b) gives notice of his inability to execute the contract in terms of his tender; or</p> <p>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	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.20	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.

5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue an addenda until 7 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>

5.10	<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. • Submit original certified identity document of business directors • 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 7CE or higher. For JV, a combined CIDB grading is required. • Tenderer must provide valid copy of municipal rates and taxes for both the company and for the active directors including JV/Consortium partners, Copies of latest municipal rates and taxes 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 for both the business and all business directors. 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. • 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. • 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. • Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the employer. The tender document must be furnished with non-erasable black ink and all corrections made by the service provider should be dated and signed by the authorized signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non-responsive
5.11	<p>The procedure for the evaluation of responsive tenders is Method 4: Functionality, price 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: $TEV = N_{FO} + N_P + N_Q$

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/orfailed 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</p> <p>= 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</p> <p>1: Formulae for calculating the value of A_a</p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = (1 + \frac{(P - P_m)}{P_m})$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission /fee '</td><td>$A = (1 - \frac{(P - P_m)}{P_m})$</td><td>$A = P_m / P$</td></tr></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	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$	2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a										
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$										
2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$										

5.11.8	Scoring preferences.		
	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 Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2017) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).		
	Points awarded will be according to a tenderer's specific goals summarised in the table below:		
	Item No.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
			Number of points allocated (90/10 system)
	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 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
	Total		20
			10
	Eligibility for preference points will be determined as follows:		
	<input type="checkbox"/> Compliance with any other information requested to be attached to Returnable Schedule Form D.		

5.11.9

Description of quality criteria	Maximum number of points
Plant and equipment	15
Key Personnel	25
Company Experience	50
Financial References	10
Total evaluation points for quality (Ms)	100

Tender offers will only be considered responsive if the minimum quality requirement of **70 points** is achieved.

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 70% (70 points out of 100) based on the criteria listed below. A score of less than 70 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.

Note that Quality points are only used to determine responsiveness and will not be used further in the evaluation.

i). Plant and Equipment

(Maximum 15 points)

Details of owned and hired plant and equipment are to be entered in Form R of the Returnable Schedules.

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.

iii). Roads Construction Experience

(Maximum 50 points)

Details of paved surface roads related projects & supporting information in terms of the points to be claimed in terms of quality, must be entered in Form Q in the Returnable Schedule.

iv). Financial References

(Maximum 10 points)

Details of financial references are to be entered in Form S of the Returnable Schedules.

5.13	<p>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</p> <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. the tenderer is in good standing with SARS according to the Central Supplier Database. the tenderer submits an Original letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Form S of this procurement document. 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	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 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.	Has the bidders attached a valid company registration document in line with the applicable legislation?	YES
2.	Company Profile	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?	N/A

<p>3.</p>	<p>Certification of documents to be submitted together with the tender document.</p> <p>I.e. ID Copies of Key personnel, 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 Justice 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 notary public (who are members of a recognized professional body), Actuaries or accountants (who are members of a recognized 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="712 635 1467 1169" 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>	<p>YES</p>
<p>4.</p>	<p>Central Supplier Database (CSD) Full report, (Summary report will NOT be acceptable). 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>	<p>YES</p>

5.	Tax Compliant Status (TCS)	a) Prospective bidders are required to attach a valid TCS together with the tender document.	<p>Has the bidder attached a valid (not expired) TCS?</p> <p>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>	YES
----	----------------------------	----------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----

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 2003 may 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 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 excess 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>Is the copy B-BBEE Certificate valid? Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid? If the tendering entity is a JV / Consortium / Large company, 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? Is the copy of B-BEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act? Is the affidavit for B-BBEE stamped and signed by commissioner of oaths? I.e. full names and signature, force/practice number, designation / rank, date and address. 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>	Yes
----	-------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----

7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	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.	If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?	YES
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B-BBEE requirements.	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	YES
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>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>	YES

		<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. 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. 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 disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.</p>		
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. 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>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: "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".</p> <p>Section 34(2) of the same Act stipulates that: "subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence".</p>	<p>Are there any suspicious / alleged fraudulent or forged documents? If yes, has the matter been reported to the nearest SAPS following correct institutional protocol? Has the matter been registered with the Registrar to enable due processes and per the Act? NB: The minutes of the BEC / BAC should detail all the elements of alleged fraud and forged documents.</p>	YES

	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).			
11.	Copy of Public Liability insurance. Only insurance covers from registered and authorized financial service providers will be accepted.	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.	If applicable, is the bidder compliant with the minimum cover stipulated in the bid document? Is the public liability insurance from a registered financial institution?	YES
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.	a) Applicable to private companies that are not managed by its owners, if: - 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.	YES
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.	a) Applicable to private companies with a public interest score of less than 100. 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.	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?	YES

		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.		
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>	<p>Has the bidder met the minimum threshold on functionality in order to qualify for further evaluation on price and B-BBEE?</p> <p>Has the bidders been scored in line with the evaluation criteria set on the tender document?</p> <p>All portfolio of evidence attached and certified as stated on the bid document?</p>	YES
15.	The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)	<p>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.</p>	<p>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?</p>	YES

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

	Date	Title or Details
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		

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: 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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = 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 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 or 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	
Total		20	

The City will utilize 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 initiatives 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 propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

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	<i>State Not registered if Not Registered for VAT</i>

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"/> | | |
| c) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> | member of an accounting authority of any national or provincial public entity | <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"/> | an employee of Parliament or an employee of Parliament or a provincial legislature | <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"/> | | |
| f) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> | member of an accounting authority of any national or provincial public entity | <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"/> | an employee of Parliament or an employee of Parliament or a provincial legislature | <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 R 10 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
MUNICIPAL UTILITY ACCOUNT NOT OLDER THAN 3 MONTHS**

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: ATTACH VALID TAX COMPLIANCE STATUS (TCS) PIN TO THIS PAGE

The Tax Compliance Status (TCS) PIN 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 (GBD 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	<p>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?</p>	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

<p>FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE</p>

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 and 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:

<div><div></div><div></div><div>()</div></div>		Previous value of work:
		Previous Experience:
<div><div></div><div></div><div>()</div></div>		Previous value of work:
		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 the 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

Page 57 of 224

FORM R: PLANT & EQUIPMENT

The tenderer will receive a maximum of 15 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.
 - 50% points will be allocated for hired plant as indicated in the Allocate points for hired plant column on 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	Quantity Hired	Points Scored
Motor grader (Cat 14H or Similar)**	4.0	2.0	1			
Excavator (20 ton)*	2.0	1.0	1			
Water Tanker (8000 Litres)**	2.0	1.0	1			
Smooth Drum Vibratory Roller (10 ton or above)*	1.0	0.5	1			
Tamping Foot Vibratory Roller (10 ton or above)*	2.0	1.0	1			
Tipper Truck (10 m ³ or above)**	2.0	1.0	4			
TLB (48 kw Capacity)**	2.0	1.0	1			
Total	15.0	7.5				
Total Points Allocated						

*Attach 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	Points (Max 10)
A= 10 points	10
B= 8 points	8
C= 6 points	6

NOTE

1. *The bank rating must be based on the amount reflected on the form of offer.*
2. *No points will be allocated on the rating below the tendered amount.*
3. *In the case of a JV, Consortium or partnership only the details of the lead partner will be considered*
4. *The City reserves the right to verify the information with the Financial Service Provider.*

**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 then 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 a financial institution with whom he has made the necessary arrangements, to the effect that the said financial 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

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
WE

(hereinafter referred to as the

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 or 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: KEY PERSONNEL 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. 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.
3. For all personnel listed provide ID and for foreign nationals must attach SAQA accreditation and certified proof of work permit

CONSTRUCTION PERSONNEL

i) Contract manager (5pts)

Contract manager is required to have a minimum of NQF Level 7 in Civil engineering or equivalent and a minimum of 10 years in roads construction and who is registered with SACPCMP and Pr. CM or ECSA as Pr.Eng or Pr.Tech.Eng shall be required as a minimum, as indicated below:

EXPERIENCE IN ROADS CONSTRUCTION	10	11	12	13	14
POINTS	1	2	3	4	5

ii) Site Agent (10pts)

Site Agent is required to have a minimum of N.D Civil engineering or equivalent to a NQF 6 qualification and a minimum of 10 years in roads construction, as indicated below:

EXPERIENCE IN ROADS CONSTRUCTION	10	11	12	13	14
POINTS	2	4	6	8	10

iii) Site Foreman (5pts)

Site Foreman on permanent/contract basis, with at least NQF 4 qualification or related qualification with experience in road 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 (5pts)

Safety officer on permanent/contract basis, to have a minimum qualification of Safety Management Training Course (SAMTRAC) or National Diploma in Safety Management or equivalent minimum NQF LEVEL 5 qualification with a valid certificate issued by SACPCMP for registration CHSO and with experience in road 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 and certified 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 and experience. Failure to do so will result in zero points

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.

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

Note: Only ID, CV's and Certified Qualifications 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	50		
Plant and Equipment:	Form R	15		
Financial References:	Form S	10		
Key Personnel :	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 70 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

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

FORM U: 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	PREFERENTIAL PROCUREMENT REGULATIONS 2022	
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	KEY PERSONNEL, EXPERIENCE AND QUALIFICATIONS	

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	74
C1.2 FORM OF ACCEPTANCE	75
C1.3 SCHEDULE OF DEVIATIONS	76
C1.4 CONTRACT DATA	78 - 82
C1.5 PERFORMANCE GUARANTEE	83
C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	87
C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	89

C1.1 FORM OF OFFER

C1.2 FORM OF ACCEPTANCE

C1.3 SCHEDULE OF DEVIATIONS

C.1.1 FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **CONSTRUCTION OF NKULULEKO ROAD FROM DAYS TARVERN–MATSULU (WARD 28)**

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										
1.1.1.14	The time for achieving Practical Completion is 11 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 Mafahleni Engineers & Project Managers										
1.1.1.26	The pricing strategy: Re-Measurement Contract										
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <table> <tr> <td>Physical address: 1 Nel Street MBOMBELA 1200</td><td>Postal address: PO Box 45 MBOMBELA 1200</td></tr> <tr> <td>Telephone: 013 759 9111</td><td></td></tr> <tr> <td>Fax: 013 759 2070</td><td></td></tr> <tr> <td>E-mail: nhlanhla.dhlamini@mbombela.gov.za</td><td></td></tr> </table>	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			
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	<p>The address of the Employer's Agent is:</p> <table> <tr> <td>Physical address: 49A FERREIRA ST MBOMBELA 1200</td><td>Postal address: PO Box 4147 MBOMBELA 1200</td></tr> <tr> <td>Telephone: 013 752 2937</td><td></td></tr> <tr> <td>Fax: 013 752 2915</td><td></td></tr> <tr> <td>Cell: 072 327 5158</td><td></td></tr> <tr> <td>E-mail: mlungisit@mafahleni.co.za</td><td></td></tr> </table>	Physical address: 49A FERREIRA ST MBOMBELA 1200	Postal address: PO Box 4147 MBOMBELA 1200	Telephone: 013 752 2937		Fax: 013 752 2915		Cell: 072 327 5158		E-mail: mlungisit@mafahleni.co.za	
Physical address: 49A FERREIRA ST MBOMBELA 1200	Postal address: PO Box 4147 MBOMBELA 1200										
Telephone: 013 752 2937											
Fax: 013 752 2915											
Cell: 072 327 5158											
E-mail: mlungisit@mafahleni.co.za											
2.4	<p>Variations to the Conditions of Contract are:</p> <p>Add the following at the end of sub clause 2.4.1:</p> <p>" The several documents forming the Contract shall rank in the following order of precedence:</p> <ol style="list-style-type: none"> 1. Contract Agreement, 2. Form of Offer and Acceptance, 										

Clause	Description
	3. Contract Data, 4. Specification Data, 5. Standardized Specifications, 6. Drawings, 7. Bill of Quantities, 8. Statutory Regulations, 9. Other standard specifications
4.3.3	<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. 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 Work

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 <i>Government Gazette 43096 on 15 March 2020</i> 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 Contractor. (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	<p>The access and possession of site shall not be exclusive to the Contractor.</p>

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 12-Dec-2025 to 05-Jan-2026 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: <ul style="list-style-type: none"> • The Road has been fully constructed and paved, including junctions and bus-stops. • Drainage structure completed. • Pre-markings for road markings completed and vehicles can pass in a safe manner. • All road signs in place. • Erosion protective measures completed. • Borrow pit and spoil sites rehabilitated. The Contractor should be able to reach Completion within 30 days from receiving the certificate of practical completion.
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 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.
	Thirty percent (30%) of the contract value shall be made NON-compulsory for subcontracting to local people/companies (CoM) irrespective of the <i>domicilium et exicutandi</i> of the contractor. However contractors will be allocated points for the proposal of social responsibility/social development plan (Form V of returnables) within CITY OF MBOMBELA

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.

Clause	Description						
1.1.1.9	The Contractor is						
1.2.1.2	<p>The Contractor's address for receipt of communications is:</p> <p>Physical address: Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone:</p> <p>Fax:</p> <p>E-mail:</p>						
1.1.1.14	The time for achieving Practical Completion of the whole of the Works is..... weeks after Commencement Date (site handover).						
6.2.1	<p>The security to be provided by the Contractor shall be one of the following</p> <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor to choose: Indicate “ Yes” or “ No”</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the contract sum</td><td></td></tr> <tr> <td>Performance guarantee of 10% of the contract sum</td><td></td></tr> </tbody> </table>	Type of Security	Contractor to choose: Indicate “ Yes” or “ No”	Cash deposit of 10% of the contract sum		Performance guarantee of 10% of the contract sum	
Type of Security	Contractor to choose: Indicate “ Yes” or “ No”						
Cash deposit of 10% of the contract sum							
Performance guarantee of 10% of the contract sum							

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, CONSTRUCTION OF NKULULEKO ROAD FROM DAYS TARVERN MATSULU (WARD 28) 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 COTO Standardized Specification for Road and Bridge Works for State Authorities (2010 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 Contractor shall determine the Contract Skills Development Goal (CSDG), expressed in Rands, which shall not be less than the tender sub-total multiplied by a CSDG (%) given in Table 2 of the Standard for the applicable class of construction works.

Table 1: Construction skills development goals for different classes of engineering and construction works contracts.

Class of construction works as identified in terms of the CIDB regulation		Construction Skills development goal (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil Engineering and General Building	0.375
EB	Electrical Engineering work (Building)	0.25
EP	Electrical Engineering Works (Infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering	0.25
	Specialized Works	0.25

Final Tender Summary Section

The contractor's attention is brought to the following: The Employer shall include a line item under the final tender summary section. (Described as "Minimum Contract Skills Development Goal (CSDG)" as illustrated in the Table 1.1 below:

To prevent a tender being non-responsive, the Contractor shall take note of the required CSDG percentage (%) as prescribed in the final tender summary section. The percentage (%) factor multiplied by the sub-total of the tender amount will determine the minimum CSDG that needs to be achieved on the contract.

Table 1.1 Final Tender Summary section– Contract Skills Development Goal Example

Item	Description	Percentage (%) factor	Sub-Total of Tender Amount	Amount (Rands)
16				
16.1	Minimum Contract Skills Development Goal (CSDG) Sum = CE (0.25%) x Subtotal of the tender amount	0.2 5	R60 000 000	R150 000

The contractor shall determine the CSDG, expressed in Rand, which shall not be less than the sub-total multiplied by a percentage (%) factor given in **Table 2 of the CIDB Standard for Developing Skills through Infrastructure Contracts for the applicable class of construction works**. The Employer shall state the percentage (%) factor in the Final Tender Summary section dependant on the Class of Construction Works.

11. 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
MI	=	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 SCHEDULE OF QUANTITIES

C2.2: BILL OF QUANTITIES

SCHEDULE OF QUANTITIES	97 -128
SUMMARY OF SCHEDULE OF QUANTITIES	129

SCHEDULE OF QUANTITIES

C1.2 GENERAL REQUIREMENTS AND PROVISIONS

Item	Description	Unit	Quantity	Rate	Amount R
C1.2	GENERAL REQUIREMENTS AND PROVISIONS				
C1.2.1	Environmental Management:				
C1.2.1.1	Monitoring of compliance with and reporting on the EMP	month	11,0		
C1.2.2	Programming and Reporting:				
C1.2.2.4 PS C1.2.2.3	Submission of a Scheme 2 Full Programme	lump sum	1,0		
C1.2.2.5 PS C1.2.2.5	Reviewing and updating a Scheme 2 programme every month	month	11,0		
C1.2.2.6	Preparation and submission of all information and reports specified in the Contract Documentation	month	11,0		
C1.2.3	Routine road maintenance of existing public roads within the Site of the Works or other public roads outside the Site of the Works which are used as detours:				
C1.2.3.9	Grading of temporary gravel deviations and existing roads used as detours	km	0,5		
C1.2.3.10	Watering of temporary gravel deviations and existing roads used as detours	kℓ	500,0		
C1.2.3.11	Other road maintenance work ordered by the Engineer	prov sum	1,0	100 000,00	100 000,00
C1.2.3.12	Handling cost, profit and all other charges in respect of item C1.2.3.11	%	100 000,0		
C1.2.4 PS 20	Stakeholder Management and Liaison_ (a)Project Steering Committee	Prov Sum	1,0	12000	12 000,00
C1.2.4 PS 20	Stakeholder Management and Liaison_ handling,profit and all other charges on (a) above	%	12 000,0		
C1.2.5	Health and Safety:				
C1.2.5.1 PS 9	Health and safety plan	lump sum	1,0		
C1.2.5.2 PS 9	Implementation of health and safety plan	month	11,0		
Total Carried Forward					

C1.2 GENERAL REQUIREMENTS AND PROVISIONS

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
C1.2.8	Dayworks:				
C1.2.8.1	Personnel:				
	(a) Unskilled labourer	hr	8		
	(b) Semi-skilled labourer	hr	8		
	(c) Skilled labourer	hr	8		
	(d) Gang leader	hr	8		
	(e) Foreman	hr	8		
	(f) Skilled Artisan	hr	8		
	Construction equipment (specify size and / or model number):				
	(a) Motor grader (CAT 140G or Similar)	hr	8		
	(b) Vibratory roller	hr	8		
	(d) Front end loader	hr	8		
	(e) Tractor loader backhoe	hr	8		
	(f) Excavator	hr	8		
	(g) Compressor	hr	8		
	(h) Compactor (Bomag BW 90 or Similar)	hr	8		
	(i) Water Trucks (5000 litre minimum)	hr	8		
C1.2.8.4	Materials:				
Total Carried Forward					

C1.2 GENERAL REQUIREMENTS AND PROVISIONS

[illegible]

[illegible]

C1.4 FACILITIES FOR THE ENGINEER

Item	Description	Unit	Quantity	Rate	Amount R
C1.4	FACILITIES FOR THE ENGINEER				
C1.4.1	Site accommodation:				
C1.4.1.1	Offices and conference room	m²	20,0		
C1.4.1.6	Car ports	No	2,0		
C1.4.1.7	Ablution unit (equipped as specified)	No	1,0		
C1.4.1.13	Rented housing paid for by the Contractor	prov sum	1,0	140 000,00	140 000,00
C1.4.1.14	Contractor's handling costs, profit and all other charges in respect of item C1.4.1.13	%	140 000,0		
C1.4.3	Items measured by number:				
C1.4.3.2	Office chair	No	4,0		
C1.4.3.5	Office desk with 3 drawers (at least one lockable drawer)	No	2,0		
C1.4.3.8	Conference table	No	1,0		
C1.4.3.11	General purpose steel cabinet with shelves	No	1,0		
C1.4.3.12	Wall mounted pivot plan filing system	No	1,0		
C1.4.3.13	220 / 250 volt power outlet plug point	No	4,0		
C1.4.3.14	400 / 231 volt 3-phase power outlet plug point	No	1,0		
C1.4.3.15	Single 1 500 mm, 58 watt fluorescent tube ceiling light	No	2,0		
C1.4.3.16	Single 1 500 mm, 22 watt LED tube ceiling light	No	1,0		
C1.4.3.23	Fire extinguisher 9,0 kg, dry powder type	No	2,0		
C1.4.3.24	Air-conditioning unit	No	1,0		
C1.4.3.29	A3 / A4 colour printer, copier, scanner	No	1,0		
Total Carried Forward					

C1.4 FACILITIES FOR THE ENGINEER

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
C1.4.3.31	Rain gauge	No	1,0		
C1.4.3.33	Digital thermometer	No	2,0		
C1.4.3.36	Measuring wheel	No	2,0		
C1.4.3.37	First aid kit	No	1,0		
C1.4.4	Prime cost items:				
C1.4.4.1	Cell phones costs, including pro-rata rentals, for calls made in connection with contract administration	PC sum	1,0	20 000,00	20 000,00
C1.4.4.2	Handling costs and profit in respect of item C1.4.4.1	%	20 000,0		
C1.4.4.5	The provision of internet connectivity and WiFi data for Engineer's site staff	PC sum	1,0	10 000,00	10 000,00
C1.4.4.6	Handling costs and profit in respect of item C1.4.4.5	%	10 000,0		
C1.4.4.7	The provision of paper and ink for a combination colour printer / copier / scanner	PC sum	1,0	5 000,00	5 000,00
C1.4.4.8	Handling costs and profit in respect of item C1.4.4.7	%	5 000,0		
C1.4.4.9	The provision of a complete 220 / 250 volt single phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connections, meters, etc.	PC sum	1,0	15 000,00	15 000,00
C1.4.4.10	Handling costs and profit in respect of item C1.4.4.9	%	15 000,0		
C1.4.5	Services at site offices, laboratories and site accommodation:				
C1.4.5.1	Fixed costs	lump sum	1,0	50000	50 000,00
C1.4.5.2	Running costs	month	11,0	20000	220 000,00
PS 14.	Site security measures for the contractor and Engineers facilities (site camp)	Prov Sum	1	385 000,00	385 000,00
Total Carried Forward					

Item	Description	Unit	Quantity	Rate	Amount R
C1.5	ACCOMMODATION OF TRAFFIC				
C1.5.1	Accommodation of pedestrian and non-motorised traffic:				
C.1.5.1.1	Accommodation of pedestrian and non-motorised traffic	month	1,0		
C1.5.2	Accommodation of vehicular traffic	month	11,0		
Total Carried Forward To Summary					

C1.7 LOADING AND HAULING

Item	Description	Unit	Quantity	Rate	Amount R
C1.7	LOADING AND HAULING				
C1.7.2.2	Hauling material to spoil and off-loading it at a designated spoil area:				
	(a) Cleared and grubbed material (organic matter and all other unsuitable or waste material)	m ³ -km	1 000,0		
	(b) Soil and gravel material	m ³ -km	10 500,0		
	(c) Boulders and hard material	m ³ -km	500,0		
Total Carried Forward To Summary					

C2.1 GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES

Item	Description	Unit	Quantity	Rate	Amount R
C2.1	GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES				
C2.1.1	Location, identification, protection and relocation of existing services:				
C2.1.1.1	Contractor's obligations	lump sum	1		
C2.1.1.2	Permanent services relocation or protection work by others by others (Eskom and Telecom services)	PC sum	1,0	600 000,00	600 000,00
C2.1.1.3	Handling costs and profit in respect of item C2.1.1.2 above	%	600 000,0		
C2.1.1.4	Permanent services relocation or protection work by the Contractor (Water & Sewer pipes, etc)	Prov sum	1,0	400 000,00	400 000,00
C2.1.2	Existing services location, detection and verification:				
C2.1.2.5	Using hand excavation to locate, expose and verify services	m ³	50,0		
Total Carried Forward To Summary					

C3.1 DRAINS

Item	Description	Unit	Quantity	Rate	Amount R
C3.1	DRAINS				
C3.1.1	Excavation for open drains:				
C3.1.1.1	Excavating all material situated within the following depth ranges below the surface level using conventional methods:				
	(a) 0 m to 1,5 m	m ³	200,0		
	(b) Exceeding 1,5 m and up to 3,0 m	m ³	20,0		
C3.1.7	Natural permeable material in subsoil drainage systems (approved crushed stone):				
C3.1.7.2	Crushed stone obtained from commercial sources (19mm nominal size aggregate)	m ³	120,0		
C3.1.8	Natural permeable material in subsoil drainage systems (approved natural sand):				
C3.1.8.2	Natural sand from commercial sources (Course grade 4.75mm nominal particle)	m ³	100,0		
C3.1.9	Pipes in subsoil drainage systems:				
C3.1.9.1	U-PVC pipes and fittings, normal duty, complete with couplings (100mm perforated)	m	600,0		
C3.1.10	Polymer film sheeting or similar approved material, for lining subsoil drainage systems:				
C3.1.11	Geotextiles (Synthetic-fibre filter fabric non-woven, Grade 2)	m ²	500,0		
C3.1.13	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:				
C3.1.13.1	Outlet structures (as per drawing)	No	5,0		
C3.1.13.2	Inspection boxes (as per drawing)	No	2,0		
C3.1.13.3	Junction boxes (as per drawing)	No	3,0		
C3.1.13.4	Cleaning eyes (as per drawing)	No	5,0		
C3.1.14	Caps for subsoil drainpipes:				
C3.1.14.3	Other (glass fibre reinforced, PVC, etc.)	No	2,0		
Total Carried Forward To Summary					

C3.2 CULVERTS

Item	Description	Unit	Quantity	Rate	Amount R
C3.2	CULVERTS				
C3.2.1	Excavation for culvert structures:				
C3.2.1.1	Excavating in all material situated within the following depth ranges below the surface level:				
	(a) 0 m to 1,5 m	m ³	2 500,0		
	(b) Exceeding 1,5 m and up to 3,0 m	m ³	1 500,0		
	(c) Etc., in increments of 1,5 m	m ³	500,0		Rate Only
C3.2.1.4	Extra over subitem C3.2.1.1 for excavation in hard or boulder material irrespective of depth	m ³	1 500,0		
C3.2.2	Backfilling:				
C3.2.2.1	Using the excavated material	m ³	2 000,0		
C3.2.2.2	Using imported selected material:				
	(a) From commercial sources (G5 material)	m ³	400,0		
	(b) From sources on site (G7, G8 & G9)	m ³	500,0		
C3.2.2.3	Extra over sub-items C3.2.2.1 and C3.2.2.2 for soil cement backfilling:				
	(a) With wet mixture of 4 % cement	m ³	100,0		
C3.2.3	Concrete pipe culverts:				
C3.2.3.2	On Class B bedding				
	(b) 600mm dia. Class 100D	m	1 650,0		
	(c) 900mm dia. Class 100D	m	50,0		
C3.2.7	Cast-in-situ concrete and formwork:				
C3.2.7.1	In Class A bedding, screeds, concrete backfill and the encasing for pipes, including formwork, (class of concrete indicated)	m ³	50,0		
C3.2.7.5	In inlet and outlet structures including kerbs, chutes and downpipes, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including Class U2 surfacing finish (Class 20/19 concrete)	m ³	150,0		
C3.2.7.6	Formwork of concrete under items C3.2.7.3 to 5 above				
	(a) Class F1 surface finish	m ²	300,0		
	(b) Class F2 surface finish	m ²	100,0		
Total Carried Forward					

C3.2 CULVERTS

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
C3.2.10	Reinforcement:				
C3.2.10.1	Mild steel bars	t	1,0		
C3.2.10.2	High-tensile steel bars	t	2,0		
C3.2.10.3	Welded steel fabric	kg	200,0		
PC 3.2.15.5	Catchpit (Complete until as per drawings)	No	15,0		
C3.2.16	Brickwork (engineering bricks):				
C3.2.16.1	115 mm thick	m²	5,0		
C3.2.16.2	230 mm thick	m²	10,0		
C3.2.17	Plaster	m²	5,0		
Total Carried Forward To Summary					

C3.3 CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS

Item	Description	Unit	Quantity	Rate	Amount R
C3.3	CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS				
C3.3.1	Concrete kerbing:				
C3.3.1.1	Prefabricated kerbing :				
	(c) Precast Figure 12 kerbing to SANS 927	m	3 000,0		
C3.3.2	Concrete kerbing-channeling combination:				
C3.3.2.1	Prefabricated kerbing-channeling:				
	(a) Prefabricated Figure 3 kerbing to SABS 927, with 300mm wide concrete channel to 25MPa as shown on drawings	m	220,0		
	(a) Prefabricated Figure 8 kerbing to SABS 927, with 300mm wide concrete channel to 25MPa as shown on drawings	m	2 200,0		
C3.3.3	Extra over items C3.3.1 and C3.3.2 for concrete kerbing or concrete kerbing and channeling on curves:				
C3.3.3.1	On curves of radii more than or equal to 5,0 m but less than 20,0 m	m	200,0		
C3.3.3.2	On curves with radii more than or equal to 1,0 m but less than 5,0 m	m	100,0		
C3.3.3.3	On curves with radii less than 1,0 m	m	50,0		
C3.3.4	Extra over item C3.3.2 for drop kerbs at pedestrian crossings and driveways	m	100,0		
Total Carried Forward To Summary					

C4.2 CUT MATERIALS

[illegible]

4.3 EXISTING ROAD MATERIALS

Item	Description	Unit	Quantity	Rate	Amount R
C4.2	CUT MATERIALS				
C4.2.4	Excavating of materials in box cuts, material obtained from:				
C4.2.4.1	Soft excavation	m ³	4 000,0		
C4.2.4.2	Boulder excavation class A	m ³	1 200,0		
C4.2.4.4	Hard excavation (other than by blasting)	m ³	4 000,0		
C4.2.4.4	Hard excavation (by blasting)	m ³	500,0		
C4.2.7	Removal of unsuitable material to spoil				
C4.2.7.1	In layer thickness less than 200mm	m ³	500		
C4.2.7.2	In layer thickness exceeding 200mm	m ³	2500		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
C4.4	COMMERCIAL MATERIALS				
C4.4.2	Commercial materials identified by the Contractor from commercial, private or other non-commercial suppliers:				
C4.4.2.1	Pavement layer material:				
	(d) Type G5 materials	m³	3 000,0		
	(g) Type G7 materials	m³	3 000,0		Rate Only
C4.4.2.5	Fill material in the earthworks:				
	(a) Normal or coarse fill	m³	500,0		
C4.4.4	Cementitious stabilising agents:				
C4.4.4.1	Cement (CEM II (B-M) 32.5N)	t	300,0		
Total Carried Forward To Summary					

C5.1 ROADBED

[illegible]

C5.2 FILL

Item	Description	Unit	Quantity	Rate	Amount R
C5.2	FILL				
C5.2.2	Fill construction:				
C5.2.2.1	Normal fill material in compacted layer thicknesses of 200 mm and less:				
	(b) Compacted to 93 % of MDD	m ³	1 500,0		
C5.2.5	Fill in sidewalk:				
C5.2.5.1	Fill material in sidewalk compacted to 93 % of MDD	m ³	200,0		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
C 5.3	ROAD PAVEMENT LAYERS				
C 5.3.2	Construction of pavement layers:				
5.3.2.1	Construction of layers using conventional construction methods:				
	(a) Lower subbase gravel layer (150mm thick G7 material) compacted to 93 % of MDD	m³	3 000,0		
	(l) Upper subbase layer (chemically stabilised) (150mm thick) compacted to 95 % of MDD	m³	3 000,0		
Total Carried Forward To Summary					

C5.4 STABILISATION

[illegible]

C6.2 SEGMENTAL BLOCK PAVING LAYERS

Item	Description	Unit	Quantity	Rate	Amount R
C6.2	SEGMENTAL BLOCK PAVING LAYERS				
C6.2.1	Segmental block paving:				
C6.2.1.1	Concrete block paving (S-A, Block type laid in herringbone pattern,60mm Thick,25 MPa)	m ²	14 000,0		
C6.2.2	Casti-in-situ concrete edge and intermediate beams,25MPa	m ³	100,0		
C6.2.3	Provision and application of approved herbicide and ant poison:				
C6.2.3.1	Provision of mater	PC sum	1,0	200 000,00	200 000,00
C6.2.3.2	Contractor's charges and profit added to the prime cost sum	%	200 000,0		
PS 14	Construction of speed humps as per drawings	No	8		
Total Carried Forward To Summary					

C8.1 PRIME COAT

Item	Description	Unit	Quantity	Rate	Amount R
C8.1	PRIME COAT				
C8.1.1	Prime coat:				
C8.1.1.2	MC -30 cut-back bitumen	m²	14 000,0		
Total Carried Forward To Summary					

C11.2 NON-STRUCTURAL GABIONS

Item	Description	Unit	Quantity	Rate	Amount R
C11.2	NON-STRUCTURAL GABIONS				
C11.2.1	Foundation trench excavation:				
C11.2.1.1	Excavating all material situated within the following depth ranges below the surface level:				
	(a) 0 m to 1,5 m	m ³	100,0		
C11.2.1.3	Excavating soft material within 1,5 m below the surface level using labour enhanced construction methods:	m ³	50,0		
C11.2.2	Surface preparation for bedding the gabion boxes and mattresses	m ²	50,0		
C11.2.3	Gabion boxes and mattresses:				
C11.2.3.1	Galvanized gabion boxes (1.0m x 2.0m x 1.0m depth)	m ³	20,0		
C11.2.4	Galvanized gabion mattresses (6.0m x 2.0m x 0.3m depth)	m ³	33,0		
C11.2.3.3	Geotextile (Bidum A2 membrane or Similar approved)	m ²	100,0		
Total Carried Forward To Summary					

C11.6 ROAD SIGNS

Item	Description	Unit	Quantity	Rate	Amount R
C11.6	ROAD SIGNS				
C11.6.1	Road signboards with painted or coloured semi-matt background. Symbols, lettering and borders in semi- matt black or in Class I retro-reflective material, where the sign board is constructed from:				
C11.6.1.1	Aluminium sheet (2,0 mm thick):				
	(a) Area 0 to 0,5 m ²	m ²	30,0		
	(b) Area exceeding 0,5 m ² but not 2,0 m ²	m ²	50,0		
C11.6.2	Extra over on item C11.6.1 for using:				
C11.6.2.1	Background of retro-reflective material:				
	(b) Class III	m ²	40,0		
C11.6.2.2	Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:				
	(a) Class III	m ²	12,0		
C11.6.3	Road sign supports (overhead road sign structures excluded):				
C11.6.3.2	Timber (150mm diameter)	m	150,0		
C11.6.5	Excavation and backfilling for road sign supports (not applicable to kilometre posts):				
C11.6.5.1	Excavating soft material and backfilling	m ³	30,0		
C11.6.5.3	Extra over item C11.6.5.1 and 2 for cement-treated soil backfill	m ³	10,0		
Total Carried Forward To Summary					

C11.7 ROAD MARKING & ROAD STUDS

Item	Description	Unit	Quantity	Rate	Amount R
C11.7	ROAD MARKING & ROAD STUDS				
C11.7.1	Road marking				
C11.7.1.1	White lines, broken or unbroken (100mm wide)	km	2		
C11.7.1.4	White lettering or symbols	m ²	2,0		
C11.7.1.7	Transverse lines, arrestor beds and painted islands	m ²	8,0		
C11.6.2	Extra over on item C11.6.1 for using:				
C11.7.8.1	Setting out and pre-marking excluding the painted islands, lettering and symbols	km	2		
Total Carried Forward To Summary					

C11.9 FINISHING THE ROAD AND ROAD RESERVE

Item	Description	Unit	Quantity	Rate	Amount R
C11.9	FINISHING THE ROAD AND ROAD RESERVE				
C11.9.1	Finishing the road and road reserve				
	Single carriageway road	km	1,9		
C11.9.2	Treating old roads and temporary deviations				
C11.9.2.1	By conventional construction methods	km	0,5		
Total Carried Forward To Summary					

[illegible]

Item	Description	Unit	Quantity	Rate	Amount R
C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP				
C20.1.2	Special tests requested by the Engineer:				
C20.1.2.2	Employer's contribution to other special tests:				
	(a) Specify test	PC sum	1,0	100 000,00	100 000,00
	(i) Handling costs and profit in respect of item C20.1.2.2(a)	%	100 000,0		
Total Carried Forward To Summary					

CITY OF MBOMBELA
CONSTRUCTION OF NKULULEKO ROAD
SUMMARY OF SECTIONS

SUMMARY OF SECTIONS			
SECTION	REF	DESCRIPTION	AMOUNT (R)
1	C1.2	GENERAL REQUIREMENTS AND PROVISIONS	
2	C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS	
3	C1.4	FACILITIES FOR THE ENGINEER	
4	C1.5	ACCOMMODATION OF TRAFFIC	
5	C1.7	LOADING AND HAULING	
6	C2.1	GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES	
7	C3.1	DRAINS	
8	C3.2	CULVERTS	
9	C3.3	CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS	
10	C4.1	BORROW MATERIALS	
11	C4.2	CUT MATERIALS	
12	C4.4	COMMERCIAL MATERIALS	
13	C5.1	ROADBED	
14	C5.2	FILL	
15	C5.3	ROAD PAVEMENT LAYERS	
16	C5.4	STABILISATION	
17	C6.2	SEGMENTAL BLOCK PAVING LAYERS	
18	C8.1	PRIME COAT	
19	C11.2	NON-STRUCTURAL GABIONS	
20	C11.6	ROAD SIGNS	
21	C11.7	ROAD MARKING & ROAD STUDS	
22	C11.9	FINISHING THE ROAD AND ROAD RESERVE	
23	C12.10	HARD EXCAVATION BY BLASTING	
24	C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP	
		SUBTOTAL 1	
		ALLOWANCE FOR CONTINGENCIES (10% OF SUB-TOTAL)	
		SUBTOTAL 2	
25	F.	TARGETED TRAINING 0,25%	
		SUBTOTAL 3	
		Add 15% VAT	
TOTAL AMOUNT OF TENDER CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE			

PART C3 SCOPE OF WORKS

PART C3: SCOPE of WORK

<u>CONTENTS</u>	<u>PAGES</u>
C3.1 DESCRIPTION OF WORKS.....	C3.1
C3.1.1 Employer's Objectives	132
C3.1.2 Overview of the Works.....	132
C3.1.3 Extent of Works.....	132
C3.1.4 Location of the Works	133
C3.1.5 Temporary Works	133
C3.2 ENGINEERING	C3.2
C3.2.1 Design	145
C3.2.2 Employer's Design	145
C3.2.3 Contractor's Design	145
C3.2.4 Drawings	146
C3.2.5 Design Procedure	146
C3.3 PROCUREMENT	C3.3
C3.3.1 Preferential Procurement.....	148
C3.3.2 Subcontracting	149
C3.4 CONSTRUCTION	C3.4
C3.4.1 Works Specifications.....	150
C3.4.2 Project Specifications Relating to Standard Specifications	150
C3.5 MANAGEMENT	C3.5
C3.5.1 Management of the Works.....	165
C3.6 HEALTH AND SAFETY.....	C3.6
C3.6.1 Health and Safety Requirements and Procedures	170
C3.6.2 Protection of the Public	170
C3.6.3 Barricades and Lighting	170
C3.6.4 Traffic Control on Roads	171
C3.6.5 Measures Against Disease and Epidemics	171
C3.6.6 Aids Awareness	171

C3.1: DESCRIPTION of WORKS**C3.1 DESCRIPTION OF THE WORKS****C3.1.1 EMPLOYER'S OBJECTIVES**

The Employer requires the upgrading of Nkululeko road from Days Tarvern– Ward 28. This road is situated at the Matsulu Township falling within Ward 10 of the City of Mbombela in the Ehlanzeni District, Mpumalanga Province.

The Employer intends to improve the road network within its area of jurisdiction, improve accessibility and drainage.

C3.1.2 OVERVIEW OF THE WORKS

The contract entails the upgrading of Nkululeko road from Days Tarvern– Ward 28. The road is currently unpaved but supports a school.

Nkululeko road is approximately 1.9 km (1900m) long. The road requires upgrading of the gravel road to a surface road. The road is currently an access street which carries passengers from the nearby communities to the existing surfaced road. Traffic calming measures will be introduced around the school.

C3.1.3 EXTENT OF WORKS

The approximate length of the road to be upgraded is 1.9 km (1900m) (including the intersections). The road is a single carriageway within a built-up area where there are a number of encroachments by household yards. The lane width will be 3m from beginning of the road to the end. The proposed road also supports a high school of approximately 1300 learners.

The proposed road includes a 1.2m sidewalk for entire length (where feasible in the absence of obstructions).

The pavement design includes the Roadbed 150mm in-situ G9, 150mm selected layer G7, 150mm C4 Subbase course, prime coat and 60mm paving blocks (S/A) on 30mm sand layer.

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

- a. Relocation of services
- b. Clearing and grubbing
- c. Drains
- d. Culverts
- e. Concrete kerbing, concrete channeling,
- f. Mass earthworks
- g. Pavement layers of gravel material
- h. Stabilization
- i. Prime coat
- j. Block paved surfacing & side-walk
- k. Road signs
- l. Road markings
- m. Finishing the road and road reserve and treating old roads

One of the objectives of the project is to train Work Integrated Learners – P1 and P2 Learners (Method 3)

The other objective of the project is to achieve a minimum contract participation (CPG) goal of 5% of the total project cost and to develop target enterprises by the main or lead partner contractors.

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

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

C3.1.4 LOCATION OF THE WORKS

The project is located in Matsulu, a township on the eastern edge of Mbombela within the City of Mbombela under the jurisdiction of the Ehlanzeni region of the Mpumalanga Province. The existing gravel road under investigation is Nkululeko road from Days Tarvern. The road falls within ward 28.

The centre coordinates for the proposed site are: 25°30'9.50"S 31°21'3.20"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.

C3.1.6 PROJECT SPECIFICATIONS

PREAMBLE

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

C3.2.1 GENERAL

PS.1 PROGRAMME, METHOD OF WORK, AND ACCOMMODATION OF TRAFFIC

PS.1.1 Preliminary Programme

The Contractor shall include with his tender a preliminary programme on the prescribed form (see T2.2: Preliminary Programme) to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

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

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions (refer to Clause 5.12.2.2) and special non-working days (refer to Clause 5.1.1.1) as specified in the in the Contract Data.

PS.1.2 Programme in Terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data (refer to Clause 5.3.1/2).

The preliminary programme to be submitted with the tender shall be used as basis for this programme.

The Tenderer's attention is drawn to the fact that a number of factors will affect the programming of and method of carrying out the works. The more important of these are:

- a. Relocation of Services: The notice period required for the relocation of services is a minimum of eight weeks from date of proving and providing of notice. Those known existing services in the area of the works have been depicted on the contract drawings. It is evident, however, that the status of existing service records as far as can be ascertained might not reflect the actual situation in the field. As such, due allowance has been made in the Bill of Quantities for the proving of services where directed by the Employers Agent.
- b. Those known existing services in the area of the works have been depicted on the contract drawings. It is evident, however, that the status of existing service records as far as can be ascertained might not reflect the actual situation in the field. As such, due allowance has been made in the Bill of Quantities for the proving of services where directed by the Engineer.

PS.1.3 Requirements for Accommodation of Traffic PS.1.3.1 General

Accommodation of traffic, where applicable, shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public

Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

Clause 4.10.4 of SANS 1921-2: 2004 shall be replaced with the following:

“Road signs and markings shall comply with the requirements of the “SADC Road Traffic Signs Manual - Volume 2: Roadworks Signing”.

PS.1.3.2 Basic Requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

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

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

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

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations. The Contractor shall ensure that the existing property accesses are maintained at all times. Where necessary the Contractor shall make allowance in the rates for completing the work required to the accesses out of normal hours.

The Contractor shall programme in his works the traffic accommodation required to carry out the construction of the works and to include the protection of any services in doing so.

PS.1.3.3 Payment

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

PS.1.3.4 Pedestrian Movement

The Contractor shall make provision for accommodating all pedestrian movements in the area of the works. Allowance shall be made in the relevant rates for any barricades and signs required.

PS.1.3.5 Temporary Reinstatement

Provided always that if in the course or for the purpose of the execution of the works or any part thereof any road or way shall have been broken up, then notwithstanding anything herein contained:

- (a) if the permanent reinstatement of such road or way is to be carried out by the appropriate authority or by some person other than the contractor (or any subcontractor to him), the contractor shall at his own cost and independently of any requirement of or notice from the Engineer be responsible for the making good of any subsidence or shrinkage or other defect, imperfection or fault in the temporary reinstatement of such road or way, and for the execution of any necessary repair or amendment thereof from whatever cause the necessity arises, until the end of the period of maintenance in respect of works beneath such road or way until the authority or other person as aforesaid shall have taken possession of the site for the purpose of carrying out permanent reinstatement (whichever is the earlier), and shall indemnify and save harmless that Council against and from any damage or injury to the Council or to third parties arising out of or in consequence of any neglect or failure of the Contractor to comply with the foregoing obligations or any of them and against and from all claims, demands, proceedings, damages, costs, charges and

expenses whatsoever in respect thereof or in relation thereto.

- (b) where the authority or person as aforesaid shall take possession of the site as aforesaid in sections or lengths, the responsibility of the contractor under paragraph (a) of this sub-clause shall cease in regard to any such section or length at the time possession thereof is so taken, but shall during the continuance of the said period of maintenance continue in regard to any length of which possession has not been taken and the indemnity given by the contractor under the said paragraph shall be construed and have effect accordingly.

PS.2 SERVICES

This Clause is to be read in conjunction with the provisions and obligations as contained in COTO A2.

PS.2.1 Existing Services

The Tenderer's attention is drawn to the numerous existing services in the area. Although every effort has been made to depict these services accurately the positions shown must be regarded as approximate.

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

The Contractor will comply with the conditions for dealing with existing services as attached in C3.4, Particular Specifications, and approach the relevant authorities for additional information where applicable.

The Contractor will therefore be required to proceed with extreme caution in order to avoid damage to existing services. Before commencing any work in the vicinity of services, the Contractor shall contact the relevant service authorities for assistance in locating the exact position of the services and where necessary the Contractor shall accurately locate the services by careful hand excavation. The Contractor shall allow in his programme minimum of eight weeks for the relocation of services from notification of service relocation to service provider and this period must be shown in the contractor's programme.

In general, the Employers Agent may call upon the Contractor to re-excavate trenches previously excavated and backfilled by others where in the opinion of the Employers Agent such work is necessary to ensure the stability of any other works over such trenches. This in no way relieves the Contractor of his responsibilities in terms of the works.

PS.2.2 Proving Underground Services

This clause must be read in conjunction with COTO Ch2, the requirements of which shall be extended to cover all earthworks operations whether for trenching or bulk earthworks, in the vicinity of underground services.

It is stressed that all services in a particular area must be proven before commencing work in that area.

Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Employer's Agent carefully excavate by hand to expose and prove their positions.

The cost of the proving trenches is to be included in the work covered in the BOQ..

When a service is not located in its expected position the Contractor shall immediately report such circumstances to the Employer's Agent who will decide what further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly. The cost of this additional searching shall be to the Council's cost and shall be paid for under items in the BOQ.

Should any service be damaged by the Contractor in carrying out the works and should it be found

that the procedure as laid down in this clause has not been followed then all costs in connection with the repair of the service will be to the Contractor's account.

Proving of services shall be completed at least eight weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be co-ordinated and levelled by the Contractor, and the information given in writing to the Employer's Agent's Representative.

The requirements of this clause do not relieve the Contractor of any obligations as detailed in the Conditions of Contract or under Clause 4.17 of SANS 1921-1.

PS.2.3 New Services and Relocation of Existing

This clause shall be read in conjunction with Clause PS.1.

New services are either to be installed by the Contractor as part of the contract or by others during the contract period. In the latter case excavation and subsequent backfilling of the trench from the top of the bedding layer shall generally be carried out by the Contractor.

Relocation of services shall generally be carried out by the relevant services organisation. Generally their work shall include the excavating and bedding the service which will include backfilling to a depth of approximately 300 mm above the service. The remainder of the backfilling shall be carried out by the Contractor.

Generally work shall only commence on the installation of new services once the bulk earthworks have been completed and roughly trimmed to level along a substantial portion of the services route. In addition no sidewalk, verge, median or island shall be surfaced or topsoiled until all work on the services has been completed.

Services affected by the contract are described as follows:

- PS.3: Watermains;
- PS.4: Sewers;
- PS.5: Stormwater;
- PS.6: Electrical Cables / Lighting;
- PS.7: Telkom Services and Other Fibre Optic Service Providers;

Further to the above, tenderers are referred to the services drawing and are to note that several minor cables / pipes may be encountered during excavation works which may require to be relocated to some extent. It is anticipated that the eight week period required under PS.2.2 will allow sufficient time for these relocations.

PS.2.4 Accommodation of Services

Further to Clauses PS.1 and PS.2 of this specification, tenderers are to note that allowance must be made under this item and / or the appropriate rates, for all costs incurred as a result of complying with these clauses. It shall also cover liaison with the services organisations and accommodation of their work gangs / contractors on site.

PS.3 WATERMAINS

PS.3.1 General

Tenderer's attention is drawn to the following points regarding the watermains to be installed as part of this contract.

The contractor shall prove the position of water lines and ensure they are not damaged during construction. The proving of these water lines shall be included in the tenderer's rates.

All known services have been shown on the services drawing, however, should any unknown watermains be discovered the Contractor shall be responsible for ensuring that water-mains are not damaged during construction and if a need to relocate or modify, the Contractor shall notify City of

Mbombela or its agents.

Any relocations will be carried out by a Contractor/sub-contractor that will be approved by city of Mbombela, while the connection to the existing main will be done by City of Mbombela. Civil works will be carried out by the Main contractor. The Contractor shall notify the Engineer and service providers at least 8 weeks days in advance for any relocations required, to enable all parties involved to be on site timeously.

PS.3.2 Water Main Valve Access

Due to the dangerous situation occurring when water main valves are covered over, the Contractor shall maintain access to all water main valves at all times. During asphalt layer work, after each pass by the paving machine, the valves shall be exposed and access maintained in a safe condition.

Whatever method the Contractor chooses to use for this work, the cost of raising the valves from existing level to ultimate level shall be paid only once, irrespective of the number of times the valve is uncovered. Spacer rings required for the height adjustment of valve covers shall be supplied by the City of Mbombela. Tolerances on valve cover levels shall be as specified in COTO A2. Before final setting in position of valve covers the Contractor shall liaise with the Employer's Agent regarding the direction in which covers shall be placed.

PS.3.3 Restriction on Compactive Equipment

The Contractor is to note that existing watermain traverse the site of the works and special care is to be taken in close proximity to these mains and connections. The existing mains and connections shall be proved on site by the Contractor prior to any construction work commencing in the vicinity of the watermain.

Under no circumstances will heavy road-making equipment, other heavy plant or vibratory compaction equipment be permitted to operate within 800 mm vertically or horizontally of the existing mains or connections. The permissible compaction plant within this restricted area shall be the equivalent of a "Bomag 90" under static compaction, or similar approved plant. When the roadworks are far enough advanced to provide a minimum of 800 mm cover to the existing mains, the above restriction will fall away.

The Contractor is to take cognisance of the above requirements when entering rates in the Bill of Quantities and in the programming of the works. No claim for additional payment based on the inability to use plant as a result of the requirements of this clause will be accepted. The Contractor will be held liable for any costs should the watermain or electrical cables be damaged during construction of the road.

PS.4 SEWERS

Tenderer's attention is drawn to the fact that there are known existing sewer lines within the site. The Contractor shall be responsible for ensuring that sewer pipes are not damaged during construction and if a need to relocate or modify sewer pipes/manholes is identified, the Contractor shall notify City of Mbombela.

The existing sewer line would require protection throughout the contract. The relocation of any sewer lines required shall will be as per the City of Mbombela Specifications.

PS.4.1 Blockage of Foul Water Sewers

The Contractor shall be responsible for ensuring that cementitious sludge, sand and rubble from the works do not enter the foul water reticulation system. The Contractor shall be liable for any costs incurred by the Council or others as a result of blockages in the reticulation system attributed to failure to comply with the above requirement.

PS.5 STORMWATER

Existing stormwater services are affected by the relocation and installation of new pipes where indicated on the drawings.

Stormwater drainage will be in the form of minor and major works. The works will comprise of the following:

- Construction of varying sizes of concrete pipes i.e. 600mm to 900 mm diameter pipes,
- Subsoil drains, either conventional subsoils or newer methods,
- Catchpits and manholes of varying configurations,
- Catchpits with adjusted cover dimensions to suite site conditions.
- Concrete and natural V-drains.

PS.5.1 Blockage Stormwater Sewers

The Contractor shall be responsible for ensuring that cementitious sludge, sand and rubble from the works do not enter the stormwater reticulation system. The Contractor shall be liable for any costs incurred by the Council or others as a result of blockages in the reticulation system attributed to failure to comply with the above requirement.

PS.6 ELECTRICAL PLANT

The Contractor's attention is drawn to the existing underground, surface and overhead cables, the Contractor has a responsibility to ensure there is no damage to these infrastructures.

PS.6.1 MV / LV Cables

Certain MV / LV cables are to be replaced within the contract area (see drawings). The actual cable work associated with this relocation and / or replacement of these cables will be carried out by City of Mbombela, and it is stressed that the eight week period referred to in Clause PS.2 is the minimum period required to enable City of Mbombela to be on site timeously.

PS.6.2 Relocation of Existing Services

Should it be necessary to adjust the line, level and / or position of any service not catered for in the contract to enable the construction to proceed the Contractor shall on no account effect such adjustment himself but shall notify the Engineer who will arrange for the work to be carried out at no cost to the Contractor.

PS.6.3 Overhead Cables

The contractor's attention is brought to overhead electrical cables near the site.

Electrical overhead cables run along the site, it is not envisaged that the construction will be affected by the overhead cables.

PS.7 TELKOM AND OTHER FIBRE OPTIC SERVICE PROVIDERS

The Contractor shall pay special attention to the following:

The tenderers attention is drawn to the fact that copper cables and fibre optic cables may exist in the contract area. The Contractor shall notify the Engineer and service providers at least eight weeks in advance for any relocations that's required.

PS.9 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.9.1 Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the

purpose of constructing the works.

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

PS.9.2 Fires

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

PS.9.3 Environmental Management Plan

In addition to the above, all requirements according to the Environmental Management Plan as detailed in C3.4: Particular Specifications, will be adhered to.

PS.10 OCCUPATIONAL HEALTH AND SAFETY

PS.10.1 General Statement

When considering the safety on site the Contractor's attention is drawn to the following:

- i) The works will require machinery and plant of varying size,
- ii) The asphalt used will be delivered to site at a high temperature, which, after processing, remains hot for some time,
- iii) The stormwater pipeline excavation will have approximately 4m deep trench and near live services.
- iv) The construction is located on a high traffic road.
- v) The manual moving of heavy pre-cast products will be required,
- vi) The area is bound by business/residential/private properties,
- vii) Stormwater run-off from the site will have to be well managed,
- viii) There are numerous services which the Contractor will either have to protect or relocate,

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

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of Section 37(2) of the Occupational Health and Safety Act.

PS.10.2 Health and Safety Specifications and Plans to be submitted at tender stage PS.10.2.1 Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in C3.6: Particular Specifications.

PS.10.2.2 Tenderer's Health and Safety Plan

At tender stage only a brief overview of the tenderers perception on the safety requirements for this contract will be adequate. This will be attached to T2.2: Contractor's Health and Safety Plan.

Only the successful Tenderer shall submit a separate Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, and referred to in T2.2: Contractor's Health and Safety Plan.

The detailed safety plan will take into consideration the site specific risks as mentioned under PS.10.1 and must cover at least the following:

- (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 29;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);
- (v) Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) Details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 8 and other applicable regulations; and
- (vii) Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

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

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

A generic plan will not be acceptable.

PS.10.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Employer's Health and Safety Specification.

PS.10.4 Due care shall be taken during the construction.

This construction is taking place within a high traffic volume road and the Contractor shall ensure that he prices the tender to take this into consideration. He must employ appropriate temporary diversion measures to ensure that he can carry out the works whilst mitigating damage to the road and adjacent properties. Sufficient traffic flow must be maintained at all times throughout construction taking into consideration road users including pedestrian.

PS.11 SITE SECURITY

The Contractor shall, for the duration of the contract, provide sufficient security and watchmen to adequately ensure the safety and protection of the works, the Contractor's staff, including local labour and subcontractors, and all site plant and construction equipment required for the works.

Site Security, in conjunction with the SAPS (where necessary), shall be responsible for removal of disruptive elements, that may interrupt the progress of the contract through acts such as, but not limited to, intimidation, threats of disruption, violent disruption, or criminal and illegal activity by the local community or independent organisations or entities that may result in slowing down or partial or total stoppage of the works.

Payment for this item shall be made under Section 1, Part AB of the Bill of Quantities.

PS.12 PERFORMANCE MONITORING OF SERVICE PROVIDERS

The performance of service providers that have been selected to provide assistance in the provision of a municipal service, otherwise than in circumstances where Chapter 8 of the Municipal Systems

Act applies, is required, by Section 116 of the Municipal Finance Management Act, to be monitored and reported on (see Cl.53 of the SCM Policy).

Appropriate key performance indicators (KPIs) for the contract must be set by the Municipality as a yardstick for measuring performance.

The following KPIs will be applicable to this contract:

- (a) Time Management
- (b) Financial Management
- (c) Quality Management
- (d) Occupational Health and Safety Management
- (e) Environmental Management
- (f) Achieve CPG Targets

PS.13 Community and Public Relations

During the course of the contract, the Employer / Employers Agent may need to engage with the community and other interested and affected parties. The engagement may be in the form of electronic media, pamphlet distribution or meetings. All costs relating to this aspect will be paid for through the relevant item in the BOQ. An item has also been allowed for in the BOQ for the contractor's administration cost in this regard. It is a percentage of the cost of the Community and Public Relations item.

PS.14 CONTAMINATION OF MATERIALS

The contractor is to ensure that contamination/mixing of different materials are prevented during excavation/handling or processing to ensure maximum reuse of suitable material (engineered fill of G9 or better quality). Should the Engineer become aware of suitable material from excavation being contaminated and that sufficient care has not been taken to prevent such contamination, he shall have recourse to request testing on such materials. If the contractor has been negligent in preventing such contamination, spoiling of such materials shall be to his account and he shall have no recourse for any payment.

PS.15 TESTING

The Contractor is to include in his unit rates for the cost of classification testing of all materials delivered to site intended for use in the layerworks and for all density of all materials delivered to site intended for use in the layerworks as per the pavement design illustrated on the contract drawings.

The Contractors is to provide results of all control testing to the Employers Agent. If the Employers Agent is satisfied with the results, the Contractor will then be given the approval by the Employers Agent's representative to proceed with the next stage of construction.

The Contractor is to also include in his unit rates for the cost of classification testing and density tests of all materials excavated from site intended for use in the bulk earthworks. The Contractors is to provide the test results of all these materials to the Employers Agent. If the Employers Agent is satisfied with the results, the Contractor will then be given the go ahead by the Employers Agent's representative to proceed with the next stage of construction.

Random acceptance testing will be undertaken by the Employers Agent.

PS.16 TESTING REQUESTED BY EMPLOYERS AGENT

At the discretion of the Employers Agent, he may request the Contractor to undertake additional control testing of which payment shall be made in the Bill of Quantities.

PS.17 ADJUDICATION

Alternate dispute resolution for the contract will commence with ad-hoc adjudication as per GCC 2015.

The proposed Adjudicators must be registered with SAICE and/or the Association of Arbitrators as

an Adjudicator at the least.

An allowance has been made in the BOQ for the partial costs of the appointment and services of the Adjudicator(s). This item shall cover only 50% of the Adjudicator's(s) cost which shall be the Employers contribution only. The Contractor shall be responsible for payment of his (the Contractor) costs and shall not be allowed for in the contract.

An item has also been allowed for in the BOQ for the contractor's administration cost in this regard. It is a percentage of the cost of 50% of the Adjudicator's fees and is limited to a maximum of 7,5%.

PS.18 ROAD DEVIATIONS AND TRAFFIC CONTROL

- (a) No allowance has been made in the Bill of Quantities for deviations other than for the deviations mentioned in clause PS 1.3.1. Costs of any other deviations required by the Contractor shall be included in the rates tendered. The other deviations required by the contractor shall be of Type A, unless otherwise stated by the Employers Agent.
- (b) Deviations required by the Contractor shall comply with the requirements of COTO 1.5. Details shall be submitted to the Employers Agent for approval at least four weeks in advance of date on which it is anticipated that work on the deviation will commence.
- (c) On deviations provided in terms of (b) above the Contractor shall ensure at all times and during all weather conditions that all temporary surfaces that are intended to carry traffic are in fact trafficable with regard to reasonable standards of safety and comfort. No additional payment shall be made to the Contractor for compliance with this clause.
- (d) At all times signposting shall be detailed in the part of this document : "Safety in Road Construction".

PS.19 SUPPLY OF PLANT, MATERIAL AND LABOUR

Except where otherwise specified the Contractor shall at his own expense supply and provide all the construction plant, temporary works, materials for both temporary and permanent works, labour (including supervision thereof), transport to and from the site and in and about the works and other things of every kind required for the construction, completion and where specified, maintenance of the works. The contractor shall also make his own arrangements with the proper authorities and at his own cost for the supply of water, electricity and any other services he may require for the construction and completion of the works.

PS.20 BARRIERS FOR ACCOMMODATION OF TRAFFIC

The contractor shall use New Jersey barriers, steel barriers or similar products as approved by the Employers Agent. Barriers shall also be suitable for the use under Highway / high volume and high speed conditions. The rate shall be in meters (m) and shall include the supply and installation of barriers for the accommodation of traffic.

The contractor must also allow for the installation and removal of the barriers, and the movement of barriers to different works areas as required for the duration of the works.

PS.21 ADDITIONAL SURVEY

An item has been provided in the BOQ for additional survey to be undertaken upon the Employer's Agent's request by the contractor for the Employer's Agent's use. An item for handling cost has been provided in the BOQ for the Contractor administration in this regard.

PS.22 SURVEY OF EXISTING SERVICES

The Contractor, immediately upon commencing work, shall survey existing valves, manholes, catchpits and cable duct markers. The coordinates are to be submitted to the Employer's Agent. Particular attention should be drawn to the existing sewer line and the electrical services which is required within two weeks of commencement:

PS.23 ALLOWANCE FOR LABORATORY ACCEPTANCE TESTING.

During the Contract the Employers Agent will require acceptance testing for all earthworks, roadworks, structural works, concrete works etc.

The contractor will let out the Expression of Interest detailing the above-mentioned. The Employer's Agent will provide all the necessary information. On receipt of the quotations, the contractor shall submit them to the Employer's Agent who shall undertake an evaluation and provide a recommendation of the most responsive tenderer for acceptance by the contractor. On acceptance, the contractor shall appoint the most responsive Tenderer.

As additional item is included in the BOQ to cover the contractor's handling costs for this item.

The Control Testing done by the contractor is **not** covered by this item. Contractors control testing shall be included in the BOQ items as specified in COTO.

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	DRAWING TITLE
MBO - 2022 – NKU RDS - 001-T - 00	LOCALITY
MBO - 2022 – NKU RDS - 002-T - 00	CONTRACT BOARD
MBO - 2022 – NKU RDS - 003-T - 00	ROADS LAYOUT PLAN
MBO - 2022 – NKU RDS - 004-T - 00	ROADS LAYOUT PLAN & LONGITUDINAL SECTION: ROAD 1 & 9
MBO - 2022 – NKU RDS - 005-T - 00	ROADS LAYOUT PLAN & LONGITUDINAL SECTION: ROAD 3 & 5
MBO - 2022 – NKU RDS - 006-T - 00	ROADS LAYOUT PLAN & LONGITUDINAL SECTION: ROAD 7 & 11
MBO - 2022 – NKU RDS - 007-T - 00	ROADS LAYOUT PLAN & LONGITUDINAL SECTION: ROAD 2
MBO - 2022 – NKU RDS - 008-T - 00	ROAD LAYOUT PLAN & LONGITUDINAL SECTION: ROAD 10
MBO - 2022 – NKU RDS - 009-T - 00	ROADS LAYOUT PLAN & LONGITUDINAL SECTION: ROADS 6 & 8
MBO - 2022 – NKU RDS - 010-T - 00	ROADS 1, 3 AND 7 CROSS SECTIONS
MBO - 2022 – NKU RDS - 011-T - 00	ROAD 2 CROSS SECTIONS: SHEET 1 OF 2
MBO - 2022 – NKU RDS - 012-T - 00	ROADS 2, 5 AND 11 CROSS SECTIONS: ROAD 2/SHEET 2 OF 2
MBO - 2022 – NKU RDS - 013-T - 00	ROAD 6 CROSS SECTIONS
MBO - 2022 – NKU RDS - 014-T - 00	ROAD 8 CROSS SECTIONS
MBO - 2022 – NKU RDS - 015-T - 00	ROAD 9 CROSS SECTIONS
MBO - 2022 – NKU RDS - 016-T - 00	ROAD 10 CROSS SECTIONS: SHEET 1 OF 2
MBO - 2022 – NKU RDS - 017-T - 00	ROAD 10 CROSS SECTIONS: SHEET 2 OF 2
MBO - 2022 – NKU RDS - 018-T - 00	STORMWATER LAYOUT PLAN AND DATA
MBO - 2022 – NKU RDS - 019-T - 00	STORMWATER LONGITUDINAL SECTIONS
MBO - 2022 – NKU RDS - 020-T - 00	TYPICAL DETAILS FOR KERBING: SHEET 1 OF 2
MBO - 2022 – NKU RDS - 021-T - 00	TYPICAL DETAILS FOR KERBING
MBO - 2022 – NKU RDS - 022-T - 00	ROAD DETAILS
MBO - 2022 – NKU RDS - 023-T - 00	TYPICAL DETAILS FOR SW CATCHPITS
MBO - 2022 – NKU RDS - 024-T - 00	PIPE BEDDING DETAILS
MBO - 2022 – NKU RDS - 025-T - 00	TYPICAL HEADWALL DETAILS

C3.2.5 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)

- a) Paving - R55-R60/ m²
- b) Kerbing – R45-R50 / m
- c) V – Drains - R80-R90 /m³ (15% -20% of total price)
- d) Gabions – R150-R180/ m³
- e) Back filling Water lines – R35-R40/ m³
- f) Erect diamond fences – R60/m
- g) Brick wall – R60-R80/m²
- h) Speed humps – R2,650/ Speed hump
- i) Plastering – R70-R80/ m²
- j) Hiring of Mobile toilets – R2500-R3000/Toilet
- k) Guard Rails – R 420 / m

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 and must provide the following:

1. CIPC Certificate
2. COIDA
3. Tax certificate & CSD
4. CIDB grading certificate

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: STANDARD SPECIFICATIONS**

- C3.4.1** The Specifications on which this contract is based are the COTO (Committee of Transport Officials) Standard Specifications for Road and Bridge Works for South African Road Authorities. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.

INTRODUCTION

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

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

PS C1.2	GENERAL REQUIREMENT AND PROVISIONS
PS C1.2.1.1	Monitoring of compliance with and reporting on the EMP
	In addition to the standard specification, all requirements according to the Environmental Management Plan as detailed in C3.4: Particular Specifications, will be adhered to.
PS C1.2.1.2	Dedicated Environmental officer
	<p>The Environmental Control Officer (ECO) shall conduct the following activities:</p> <ul style="list-style-type: none"> • Brief the Contractor about the requirements of the Environmental Specification, Environmental Management Plan and any other relevant document, specification or Act as applicable. • Audit, monitor, report and keep a record of the performance of the Contractor / Project in terms of environmental compliance on a monthly basis. • Provide technical advice relating to environmental issues as required. • Attend monthly site meetings to report on the performance of the Contractor / Project • Conduct a close out audit and report on the Project once the construction camp has been cleared.
PS C1.2.2.3	Submission of Scheme 2 Programme
	<p>It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data (refer to Clause 5.3.1/2).</p> <p>The preliminary programme to be submitted with the tender shall be used as basis for this programme.</p> <p>The Tenderer's attention is drawn to the fact that a number of factors will affect the programming of and method of carrying out the works. The more important of these are:</p> <ol style="list-style-type: none"> (a) Items mentioned in In addition to PS1, (b) All pavement designs to be done and submitted at-least one month before the pavement is to be laid. <p>Those known, existing services in the area of the works have been depicted on the contract drawings. It is evident, however, that the status of existing service records as far as can be ascertained might not reflect the actual situation in the field. As such, due allowance has been made in the Bill of Quantities for theproving of services where directed by the Engineer.</p>
PS C1.2.2.5	Reviewing and Updating a Scheme 2 Programme every month:
	<p>The contractor shall update the programme every month and submit to the Engineer.</p> <p>The Contractor shall revise the programme when instructed to do so by the Engineer in accordance with the requirements of the Conditions of Contract or when the Contractor is aware that the programme no longer reflects the way in which the Contractor plans to execute the remaining work.</p> <p>Payment shall be made only upon the revised programme being accepted by the Employer's Agent, regardless of the number of iterations / revisions / correctionsmade before the programme was accepted by the Employer's Agent.</p>
PS C1.2.3.7	Base and/or Surface Patching using Hot Plant Mixed Asphalt:
	In addition, the rate shall include for saw-cutting the failed asphalt, application of a tack coat, supply and compact the asphalt to a level to suit to the existing road, including loading, hauling and disposal of the failed asphalt, all labour, plant, tools

	and equipment.
PS C1.3	THE CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS
PS C1.3.1	The Contractor's General Obligations:
	<p>In addition to the Standard Specification, the Contractors General Obligations shall also include:</p> <ul style="list-style-type: none"> • Training and supervision of local labour • Management of labour where labour enhance construction methods are specified • Compliance with, and application of the Compensation for Occupational Injuries and Diseases Act • The Contractor's camp site and store yard. <p>Note: The Contractor's office for this contract shall be as required to fulfill his obligations under the Contract. The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers.</p> <p>If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.</p> <p>However the Contractor may, if he prefers to, have a camp site at another location and must first obtain the written permission of the landowner, and subsequently the Engineer, to do so.</p> <p>Any clearing of the site that is necessary and the making good after de- establishment will be the responsibility of the Contractor.</p> <p>The following conditions shall also apply:</p> <ol style="list-style-type: none"> None of the existing roads shall be damaged in any way. No waterborne sewerage facilities or potable water connection are available on the site. The Contractor shall make his own arrangements in this regard. No electrical facilities exist on site. It shall be the responsibility of the Contractor to make good any damage caused to the camp site area or any improvements on it, including services, and for reinstating it to its former condition when vacated. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required. <p>No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas. No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.</p> <p>No informal housing or squatting will be allowed. Chemical toilets only will be allowed where temporary facilities have to be provided.</p>
PS C1.3.2	Contract Sign Boards:
	<p>The typical notice board layout is given in section C3.6.</p> <p>The tendered rate shall include full compensation for providing and erecting each sign board (two), including for timber poles, concrete bases if required, fixings, excavation and backfill, and for the later removal of the sign board, structures and fixings, and reinstating the area upon completion of the contract. The rate shall include for all labour, plant, tools, materials and equipment</p>

PS C1.4	FACILITIES FOR THE ENGINEER
	<p>General:</p> <p>The offices and ablution facilities shall, unless otherwise agreed, be erected in close proximity to the Contractor's offices, and the entire area shall be fenced. Access to the area shall be controlled by security, posted at the gates. All reasonable precautions shall be taken by the Contractor to prevent unauthorized entry to the Engineer's offices.</p>
PS C1.4.1.1	Offices and Conference Room
	<p>The Engineer's offices shall comprise of:</p> <ul style="list-style-type: none"> - 1 No. (one) lockable, air-conditioned offices with area of 9 to 12m², all fully furnished - 1 No. (one) of 18m² air-conditioned office to be used as a boardroom - 1 No. (one) sanitary facilities - 1 No. (one) kitchen with cupboards, and hot and cold water, and - 2 No. (two) shaded carports for the sole use of the Engineer, his site personnel and the Employer. <p>The offices shall allow for a desk with 4 drawers, filing cabinet, drawing racks, 1 swivel chair and 2 padded chairs. All the necessary insurance shall to be provided for all the above equipment.</p> <p>The contractor will be required to provide maintenance/cleaning to the Engineer's office.</p>
PS C1.4.1.2	Power supply, water and other services
	<p>The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's preliminary and general items as the case may be.</p> <p>(a) Water for Works</p> <p>The Contractor shall allow in his Establishment rates for the securing of a suitable water supply, the payment of any connection fee and for any water charges for the duration of the contract.</p> <p>(b) Power Supply for Works</p> <p>The Contractor shall allow in his Establishment rates for the securing a legal electrical connection, the payment of any connection fee and for any electrical charges for the duration of the contract.</p>

PS C2.2	GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES
PS C2.1.1.1	Contractors Obligations:
	<p>Before any work commences, the Contractor shall contact all private owners or public authorities controlling services so that they may, either protect, move or relocate any service as required, or confirm that all such work has been completed.</p> <p>Payment will not be made for any inconvenience caused to the Contractor in regard to any services crossing the site or any authority working on or relocating any such services, nor will any delays caused by such work or relocation be accepted as a basis for claiming an extension of time for completing the works.</p> <p>All known existing services and those services which require relocation and protection, are shown on the services plans. The Contractor's attention is drawn to the fact that such services information is based on information supplied by others, and the accuracy and completeness of this information has not been confirmed. The Contractor will therefore be required to proceed with extreme caution in order to avoid damage to existing services. Before commencing any work in the vicinity of services, the Contractor shall contact the relevant service authorities for assistance in locating the exact position of the services and where necessary the Contractor shall accurately locate the services by careful hand excavation.</p> <p>In general, the Engineer may call upon the Contractor to re-excavate trenches previously dug and backfilled by others where in the opinion of the Engineer such work is necessary to ensure the stability of any other works over such trenches.</p> <p>This in no way relieves the Contractor of his responsibilities in terms of the works.</p>
PS C2.1.6	Trench Excavation
	<p>The Tenderer's attention is drawn to the presence of existing services in the area. The Contractor may find it impractical to use mechanical plant for excavation on some portions of the works due to conditions caused by the presence of these services.</p> <p>The Tenderer's attention is further drawn to the fact that his rates for excavation and backfilling must include for all costs associated with working around these existing services and their protection and accommodation, as no claim for extra payment will be accepted for increased working space or for the inability to use plant in any circumstances.</p> <p>The following requirements in respect of trench excavation, backfilling and reinstatement shall be adhered to:</p> <ol style="list-style-type: none"> 1) It is considered that portion of the excavated material will not comply with the specification for material suitable for backfilling. It will be the Contractor's responsibility to use selective methods of excavation to ensure that this unsuitable material does not contaminate other materials suitable for reuse. 2) It is considered that portion of the excavated material will not comply with the specification for material suitable for backfilling in areas subject to traffic loading. An item has been included in the Bill of Quantities for the disposal of unsuitable material to tip and the Contractor's tendered rate for this item shall include for stockpiling if deemed necessary. 3) Where the Contractor chooses to trench by open excavation e.g. battering sides of the trenches, this over-excavation shall not be backfilled with unsuitable excavated material but shall be backfilled with the same imported material as used for the pay-width of the trench. Payment for the imported backfill shall be limited to the pay-width of the trench only and the Contractor shall allow in his rates for any extra backfill material that may be required as a result of over-excavating 4) Notwithstanding the method of trench excavation adopted by the Contractor, the restriction on the maximum trench width must be strictly adhered to. Should the Contractor over-excavate the trench then he will be responsible for increasing the pipe strength and / or bedding class to be used, all to his cost.

	method statement for carrying out of the duct proving
PS C3.2.3.2	Brick Headwall to Ducts:
	<p><i>A3.5.2 Culvert Material</i></p> <p><i>c) Prefabricated concrete pipe culvert units</i> – Replace “Ogee joints” with “Spigot and Socket pipes”</p> <p>Reinforced concrete pipes for stormwater shall -</p> <ol style="list-style-type: none"> comply with S.A.B.S. 677 for S.C. type pipes without lifting holes; be manufactured with a spigot and socket type joint suitable for use with a rubber ring joint; and comply with the proof load requirements for the various classes of pipe as indicated on the contract drawings and/or in the schedule of quantities. <p>The rubber ring joints shall comply with S.A.B.S. 974 - Part 1. Laying: All pipelaying and jointing shall be undertaken by experienced pipelayers who shall, when requested, produce proof of their capabilities to the satisfaction of the Engineer. The various types of pipes and culverts shall be handled and laid in accordance with the manufacturer's instructions. The Contractor shall provide the latest copy of the instructions and shall ensure that all pipe layers have a good working knowledge of the required procedures. Notwithstanding anything contained in the instructions, the Engineer's interpretation shall be final.</p> <p>Pipes and culverts shall be lowered gently and carefully into the trench without jarring or bumping by crane, derrick, or other approved lifting tackle and care shall be taken not to damage the items. The hand installation of pipes shall only be permitted when using U.P.V.C. or A.C. pipes up to a nominal diameter of 150 mm unless authorised by the Engineer.</p> <p>Control of the level and line of the pipeline, to ensure correct placing to designed line and level, shall be by side and top lines or other acceptable means approved by the Engineer.</p> <p>All internal surfaces of pipes and fittings shall be kept clean and free of foreign matter both during and after laying. The surfaces of all joints shall be thoroughly cleaned before the pipe or special is placed in its final position. No water shall be allowed to come in contact with or run through any pipe before the joint has been completed and at no time shall muddy, clayey or dirty water be allowed to enter the pipe.</p> <p>Exposed ends of pipe and fittings in the trench shall be sealed by suitable end caps at all times when pipelaying is not actually in progress.</p> <p>Laying shall commence at the lower end of the trench and proceed upgrade. Pipes and fittings must be laid with their spigots or male end pointing in the direction of the flow. All pipes and culverts shall be laid in a straight line, both in the horizontal and vertical plane, between adjacent manholes or catchpits except where shown on the contract drawings or directed by the Engineer.</p> <p>Each pipe, fitting or culvert unit shall mate uniformly with the next to preserve an invert free from steps. Except with the prior consent of the Engineer, the laying of pipes and the bedding cradle, if specified, between any two consecutive manholes shall be checked by the Engineer's representative for line and level before the selected fill blanket is placed.</p> <p>Where pipes are required to be cut on site, only manufacturer's recommended special machines shall be used and the resultant pipe end must be clean and uniform.</p> <p>No pipes shall be left overnight or during rainy weather without sufficient backfilling between pipe couplings to prevent flotation. Where pipes are indicated on the contract drawings to be laid to a horizontally curved alignment the pipes must be fully jointed in a straight line and subsequently deflected with the previously laid pipe suitably anchored to prevent movement. Care must be taken to ensure the pipes are laid in a smooth curve with equal deflections at each joint.</p>

Jointing:

All pipe joints and the operation of jointing shall be carried out strictly in accordance with the pipe suppliers instructions. In particular:

- A. all rubber rings and seals shall be carefully inspected after being placed in position and before the joint is closed to ensure that they have not suffered any cuts, tears or other damage and are not in any other way defective;
- B. care shall be taken to ensure that:
 - I. all jointing surfaces are cleaned immediately prior to jointing;
 - II. the joint gaps in the bedding remain clear and the alignment of the pipe remains true;
 - III. the full weight of the pipe does not rest on the rubber ring during jointing;
 - IV. pipes with damaged jointing surfaces are not used in the pipe run between manholes but are set aside for building into manhole walls etc.;
- C. pipes and fittings of different materials shall be jointed only with special adaptors recommended by the pipe manufacturer; and
- D. where a pipeline passes through a rigid structure and to prevent possible shear failure of the pipe, two flexible joints shall be positioned on each side of the structure. These shall be positioned 0,3 m and 0,8 m respectively from the nearside faces of the structures.

Concrete Encasement of Pipes:

The lower part of the encasement shall be constructed as for a class A bedding. Once the line has been tested and approved, the encasement of the pipes shall be completed, care being taken to ensure that the expansion joints in the upper part of the encasement coincide with that in the lower part. No backfilling over the concrete shall be commenced until the concrete has achieved a compressive strength of 15 MPa.

Pay Trench Width:

For payment purposes only, where measurement is specified by volume and a pipe is to be laid, the pay trench width shall be as indicated in the table below which is based on the excavation having vertical sides. Wherever the pay width is used to compute the measurement of volume in the following measurement and payment items provision shall be allowed in the rates for additional excavation necessary to either shore or batter back, the trench sides, if open battered trench excavations is permitted.

Nominal Diameter (mm)		Trench Width (mm)
over	upto	
0	100	700
100	700	nominal internal diameter plus 600
700	1000	" plus 800
1000	2000	" plus 1 000
2000	-	" plus 1 200

Pipe laying shall also include: compaction of bedding, the laying, including curved alignment where specified, building pipes into manholes, catchpits and through rigid structures, all cutting and wastage of materials.

PS C
3.2.15.2

Manholes

The tendered rate for these items shall be the number of complete manholes or inlet units (as shown on the drawings, including all concrete, blinding brickwork, covers, frames, grids and other accessories) that fall within the designated depth ranges listed. Standard drawings refer to drawing nos. **MBO-2024-NKU RDS-024-T-00**

	<p>The tendered rates shall include full compensation for the supply and installation of any precast elements as required to complete the manholes and catchpits, supplying, testing, loading, transporting and off-loading of all items, providing and placing, and installing, laying and jointing the prefabricated elements as specified, including cutting on the site, and waste. Where precast elements are installed on cast in situ concrete floors or walls or on brickwork walls, no additional payment shall be made for any additional costs arising from the change between cast in situ and precast work. No additional payments shall be made for working in depths greater than 1.0m (payment item C3.2.15.4 shall not apply). The rate shall further cover the cast-in-situ concrete, including the channel with serrations, mixing, laying, float finishing, setting out, all supervision, plant, labour, equipment, materials, protection and incidentals necessary to complete the work as specified.</p> <p>Unit of Measure: Number (No.) Refer to COTO A3.2.</p>
	Inlets
	<p>The tendered rate for these items shall be the number of complete manholes or inlet units (as shown on the drawings, including all concrete, blinding, brickwork, covers, frames, grids and other accessories) that fall within the designated depth ranges listed.</p> <p>Standard drawings refer to drawing No: MBO-2024-NKU RDS-024-T-00</p> <p>The tendered rates shall include full compensation for the supply and installation of any precast elements as required to complete the manholes and catchpits, supplying, testing, loading, transporting and off-loading of all items, providing and placing, and installing, laying and jointing the prefabricated elements as specified, including cutting on the site, and waste. Where precast elements are installed on cast in situ concrete floors or walls or on brickwork walls, no additional payment shall be made for any additional costs arising from the change between cast in situ and precast work. No additional payments shall be made for working in depths greater than 1.0m (payment item C3.2.15.4 shall not apply). The rate shall further cover the cast-in-situ concrete, including the channel with serrations, mixing, laying, float finishing, setting out, all supervision, plant, labour, equipment, materials, protection and incidentals necessary to complete the work as specified.</p> <p>Unit of Measure: Number (No.) Refer to COTO A3.2.</p>
PS C3.2.9	Headwalls
	<p>The tendered rate for these items shall be the number of complete headwalls (as shown on the drawings, including all concrete, brickwork, and other accessories).</p> <p>Standard drawings refer to drawing no. MBO-2024-NKU RDS-024-T-00</p> <p>The tendered rates shall include full compensation for the supply and installation of any precast elements as required to complete the headwalls, supplying, testing, loading, transporting and off-loading of all items, providing and placing, and installing, laying and jointing the prefabricated elements as specified, including cutting on the site, and waste. Where precast elements are installed on cast in situ concrete floors or walls or on brickwork walls, no additional payment shall be made for any additional costs arising from the change between cast in situ and precast work. The rate shall further cover the cast-in-situ concrete, energy dissipation blocks, mixing, laying, float finishing, setting out, all supervision, plant, labour, equipment, materials, protection and incidentals necessary to complete the work as specified.</p> <p>All headwalls shall be cast in-situ unless otherwise stated. The use of prefabricated Units may be used subject to approved by the Engineer prior to use. Prefabricated units, drawings, specs and installation methodology shall be issued to the engineer minimum of 3 weeks prior to its programmed construction.</p>

	<p>Unit of Measure: Number (No.)</p> <p>Refer to COTO A3.2, A.2.7.11</p>
PS 3.2.28	Removal of brickwork from manholes/inlets:
	<p>The unit of measurement is cubic metre (m³) net in place before demolition. The rate shall cover the complete demolition of the structure and associated works and disposal of the material to an approved tip. Backfilling of any resulting cavities shall be paid for separately.</p>
PS C3.2.30	Raising or lowering of Existing Manholes and inlets:
	<p>The unit of measurement shall be number (No.) measured in increments of 0,25 m in paved or unpaved areas.</p> <p>The tendered rate shall include for the removal of the existing adapter slab, cover and frame, storing on site for re-use, demolition of the manhole as necessary, provision of labour and materials for rebuilding the manhole to the designated new level and setting and cover and frame to the correct level. Extra Over items for the various types of cover and frame will be scheduled if new covers and frames are to be provided. The Extra Over rate should include for the supply of the new covers and frames and the removal from site of the old ones.</p>
PS C3.3.2.1	Precast Concrete Kerbing and Cast In-situ Channeling
	<p>The grade of concrete for all cast in-situ work shall be grade 20/13</p> <p>The sealer shall conform to B.S.4254 of 1967 - Two part polysulphide based sealants for the building industry, as amended.</p> <p>All kerbs shall be precast, supplied in 1 m lengths and shall conform to the requirements of S.A.B.S. 927 of 1969 - Precast concrete kerbs and channels as published in General Notice 463 dated 9 July 1982.</p> <p>If the curve radius is less than 25 m, but greater than 2 m, the maximum permissible length of kerb shall be 300 mm. Where the kerb radius is less than 2 m the kerb and channel shall be cast-in-situ.</p> <p>It is essential that moulds are manufactured and braced from a material which will not warp or distort after repeated use.</p> <p>Kerbs and in-situ channels shall be laid on a concrete foundation true to line and level to the dimensions shown on the contract drawings. The correct grade and line shall be maintained by use of an approved cord or line. The Contractor shall place sufficient pegs to ensure that the kerbs are laid on a true curve and NOT in a series of chords. Levels shall be adhered to strictly, particularly when graded channels are required between inlets. Kerbs shall be laid with a 13 mm gap and this joint shall be filled with cement mortar and the outside face of the joint shall be struck with a semi-circular jointer.</p> <p>In addition, suitable expansion joints 13 mm in width shall be provided at ± 18,0 m centres through kerb, channel and supporting concrete. This joint shall consist of a compressible material and polysulphide filler which shall match the colour of the concrete.</p> <p>Unless otherwise stated in the drawing, the interface between the channel/fillet and the road asphalt is the sett position, as such the kerbs and channels/fillets shall be constructed relative to the sett position and true to level. The precast items and cast-in-situ channels/fillets shall be protected from damage from the remaining road construction operations.</p> <p>For COTO item C3.3.2.1, the Kerb only shall be prefabricated, and all other components shall be cast in-situ (channels, backing, base etc.)</p> <p>The unit of measurement shall be the metre (m) and the rate shall cover the supply of all precast items, including transporting, loading, laying and jointing (including all expansion joints and sealer), cast-in-situ concrete foundation, including mixing, laying, float finishing,</p>

	<p>setting out of kerb and channel, all supervision, plant, testing, labour, equipment, materials, protection and incidentals necessary to complete the work as specified.</p> <p>Unit of Measure: Meter (m)</p> <p>Standard drawings refer to drawing No MBO-2024-NKU-RDS-022-T-00</p>
PS C4.2	Earthworks
	<p>Tenderers are to note that all topsoil from site is to be excavated to stockpile for later use.</p> <p>Cut material should ideally be moved directly to fill unless there are circumstance that prevent the contractor from doing so. Moving of material from cut to stockpile shall only be done with the approval of the Engineer. The exact location shall be pointed out by the Engineer. The unit of measurement shall be cubic meter (m³) and shall include for labour, plant, and material.</p> <p>The nature of the roadworks is such that a fair amount of the excavation shall be in concrete / asphalt / intermediate / hard and soft materials. Quantities for any concrete / asphalt requiring breaking up with the use of excavators / breakers shall be measured prior to excavation and agreed upon by the Engineer.</p> <p><u>No</u> additional payment shall be made for restricted excavation and the Tenderer shall therefore make due allowance in the rates for any additional work or hand excavation.</p>
	Excavation of Road Layers:
	<p>Existing road layerworks, excluding the asphalt, shall be excavated as restricted excavation ensuring no contaminating between layers and either:</p> <ul style="list-style-type: none"> (a) storing on site for re-use, or; (b) spoiling at an approved tip site. <p>The Contractor's rate for the removal of the layerworks, excluding the asphalt, shall include for the full operation, inclusive of haulage, and is to include for the restricted operation as well.</p>
	Excavation of Asphalt and Concrete in Road
	<p>The unit of measure is cubic meters (m³).</p> <p>The rate shall cover labour and plant necessary for removal of abandoned roadways, sidewalk / median, concrete sidewalks, scoops, pedestrian and vehicular, interlocking blocks, asphalt paving and brick paving.</p>
PS C4.4.4.1	Cementitious Stabilising Agents:
	<p>The cement used shall conform to SABS ENV 197-1 and shall be classified as either CEM II/A-S 42.5 or CEM III/A 32.5 respectively</p> <p>Prior to the commencement of paving of the layer the Contractor shall construct a section of trial layer to demonstrate his capability of constructing the layer in accordance with the specifications. The trial layer shall be constructed with the same materials, mix proportions and equipment as the Contractor intends using for the main layer.</p> <p>A trial section of not less than 50 m² shall be submitted for approval. The Engineer shall also have the right to call for a new trial section at any stage of the contract when, in his opinion, changes by the Contractor in the approved equipment, materials, mix or plant warrant such a procedure.</p> <p>The Contractor may, unless advised of any deficiencies in the trial layer, proceed with the main layer from a time ten days after the completion of the trial section or such earlier time as the Engineer may allow. In the event of deficiencies in the trial layer, the Engineer may order the Contractor to construct further trial sections until a satisfactory section is achieved. The Contractor may then proceed with the main layer from a time ten days after the successful completion of the satisfactory trial section.</p> <p>An item has been provided in the BOQ for the trial layer section.</p>

PS C 5.1.1.2	Roadbed Construction
	<p>Any particle size greater than 100 mm within this layer shall be removed and replaced with suitable material. The whole of the roadbed, except where stabilised shall then be proof-rolled with a vehicle having a minimum wheel load of 20 kN in order to determine any soft spots.</p> <p>The Contractor is responsible for protecting the formation at all times. No construction traffic that is likely to cause damage shall be allowed on the formation. Preparation of the formation shall only be carried out after all services and ducts have been laid. Soft spots shall be removed and replaced with suitable material and compacted in accordance with the specification.</p>
PS C9.1	Asphalt Layers:
	<i>Smoothness Applicable to Wearing Course</i>
	<p>The smoothness of the pavement will be determined by using a profilograph and the surface finish shall be tested in accordance with the following specification.</p> <p>The profile index will be determined using a California type profilograph furnished and operated by the Engineer in the presence of the Contractor. The profilograph shall be moved longitudinally along the pavement at a speed no greater than 5 kph and shall record the surface profile at full scale vertically. The results of the profilograph test will be evaluated as described in the metricated version of Test No. Calif. 526-D.</p> <p>The Contractor shall furnish paving equipment and employ methods that produce a riding surface having a profile index of 300 mm per kilometer or less for category "A" Roads and 500 mm per kilometer or less for Category "B" Roads. The profile measurements will start 10 m and will terminate 20 m from each bridge approach pavement or existing pavement that is joined by the new pavement in the direction of placement.</p> <p>Two pavement profiles will be taken of each day's production and the Profile Index shall be defined as the average of the two profiles. The position the profiles are taken will be either on the centre line of each planned traffic lane, if two traffic lanes are paved, or in the wheel paths of the traffic lane (i.e. 1 m from each edge) if only one traffic lane is included in the paved width.</p> <p>A daily average profile index shall be determined for each day's paving and a profile index of each day's production shall be established as soon as possible. A day's paving is defined as a minimum of 0,1 km of pavement placed in a day. If less than 0,1 km is paved, the day's production will be grouped with the next day's production.</p> <p>Rectification:</p> <p>The full depth of the layer shall be removed and replaced with fresh material laid and compacted to specification.</p> <p>Where the surface level is too high or too low the area rectified shall be not less than one lane wide and at least 15 m long for wearing course.</p> <p>Where the number of surface irregularities exceeds the specified limits the area to be rectified shall be 100 m long and not less than one lane wide.</p>
	Construction:
	<p>In the areas to be patched the in-situ asphalt surfacing shall be removed to a depth of 100 mm. The sides shall be cut vertically with the edges square. The exposed surface shall be swept of all loose material, a tack coat applied to the bottom and sides and then patched with asphalt base course. After compaction the surface of the patch shall be flush with the adjacent road surface</p>
	Laying of Asphalt:

	<p>The Contractor shall provide the Engineer with the name of the asphalt Sub- Contractor before asphalt is laid.</p> <p>The asphalt shall be laid by an approved paving machine. Hand-laying shall be permitted at the Engineer's discretion when the area involved is small. The asphalt shall not be laid if its temperature is below 140 °C.</p> <p>The asphalt shall be rolled in accordance with the method described in chapter VI of the Asphalt Institute Paving Manual (MS-8). A final density is required of at least 96% of the Marshall density of the mix.</p> <p>An acceptance certificate for this layer will be issued by the Engineer's inspector when all requirements have been met.</p> <p>The rate tendered shall include for all extra work required to lay and compact the asphalt base and make-up courses in restricted areas.</p> <p>SIDEWALKS: The rates tendered for paving on sidewalks is to include the approved weedkiller "Outpace 100 GR." The use of the weedkiller will be closely monitored on site, applied on formation and after the placing of the paving.</p>																		
	Tenderers are to further take note of the Technical Specification for Asphalt Contained at the end of this section																		
PS C11.7.1	Road Markings																		
	<p>The plastic road marking material shall also comply with the requirements of Specification BS.3262, 1987 Part 3.</p> <p>A) The material shall consist of a light-coloured aggregate, pigment and extender, bound together with a thermoplastic resin, plasticised as necessary.</p> <p>The approximate composition of the material as laid is dependent on the appropriate specification, but for example shall be:</p> <table> <tr> <td>Aggregate</td><td>40 parts</td></tr> <tr> <td>Solid Glass Beads</td><td>20 parts</td></tr> <tr> <td>Pigment and Extender</td><td>20 parts</td></tr> <tr> <td>Binder</td><td>20 parts</td></tr> </table> <p>The proportioning of the various ingredients shall be such that the material, when in a molten state, can be sprayed readily onto the road surface to give an even line of good definition.</p> <p>B) Aggregate: The aggregate shall consist of white silica sand, crushed calcite calcined flint, quartz, or other approved aggregate.</p> <p>C) Reflectorisation: The solid glass beads incorporated in the mixture shall comply with the Class A category of BS 6088 (1981) that is:</p> <table> <tr> <td>Sieve</td><td>% Retained</td></tr> <tr> <td>0,18 mm</td><td>0 - 3</td></tr> <tr> <td>0,850 mm</td><td>5 - 20</td></tr> <tr> <td>0,425 mm</td><td>65 - 95</td></tr> <tr> <td>Below 0,425 mm</td><td>0 - 10</td></tr> </table> <p>Minimum of spherical beads by number 70%</p> <p>D) Luminance: The luminance factor of white SPRAYPLASTIC shall be not less than 70</p>	Aggregate	40 parts	Solid Glass Beads	20 parts	Pigment and Extender	20 parts	Binder	20 parts	Sieve	% Retained	0,18 mm	0 - 3	0,850 mm	5 - 20	0,425 mm	65 - 95	Below 0,425 mm	0 - 10
Aggregate	40 parts																		
Solid Glass Beads	20 parts																		
Pigment and Extender	20 parts																		
Binder	20 parts																		
Sieve	% Retained																		
0,18 mm	0 - 3																		
0,850 mm	5 - 20																		
0,425 mm	65 - 95																		
Below 0,425 mm	0 - 10																		

	<p>E) Flow resistance: The percentage decrease in the height of the cone of SPRAYPLASTIC shall not be more than 25 after testing for 48 hours at 23 C (temperate grade) or 40 C (semi-tropical or tropical grades).</p> <p>F) Low Temperature Impact Resistance: SPRAYPLASTIC shall pass the impact test when tested at -10 C (temperate grade) or -1 C (semi-tropical or tropical grades).</p> <p>G) Abrasion resistance: The abrasive wear of SPRAYPLASTIC shall typically be less than 0,5 g per 100 revolutions.</p> <p>Items have been included in the Bill of Quantities for the provision of temporary road marking using P.V.A. paint.</p>
PS C12.3.20	Dumprock:
	<p>The dumprock shall consist of fresh to slightly weathered upgraded waste rock from mining activities, blasting or rock excavation. Shales, slates or other laminated mudrocks shall not be accepted.</p> <p>Dumprock shall have a minimum size not more than two-thirds of the compacted thickness of the layer. The rock shall otherwise be upgraded but shall contain less than 10% passing the 37,5 mm sieve when spread on site. Dumprock shall have a minimum 10% FACT value of 100 kN when dry and 40 kN when tested drained after 24 hours soaking.</p> <p>Dumprock shall be spread and levelled such that when compacted it is at the specified thickness and levels. When the correct road profile has been attained the dumprock layer shall be rolled 5 passes of a 10/12 ton static three wheel steel roller or equivalent vibrating roller. Dry, fine material (13,2 mm down) with a Plastic Index of between 0 and 7 shall then be applied in a blanket over the full width of the layer. With hand labour following the roller, the fine material shall be rolled and broomed into the voids of the stone. This procedure shall be repeated until the stone layer will accept no further fines.</p> <p>Compaction of the layer shall continue until movement of the material under the compactor becomes negligible or for a maximum of 10 passes of the roller whichever occurs first.</p> <p>The completed dumprock layer shall be measured in cubic metre (m³). The rate shall cover the supply, loading, transporting, dumping, spreading of all materials and all processing of the layer and proof rolling, all as detailed.</p>
	Geofabrics:
	<p>The synthetic fibres of a geotextile blanket shall consist of at least 100% by mass of polypropylene, polyethylene or a polyester polymer and shall contain such additives as are necessary to render the filaments resistant to the effects of ultra- violet radiation in accordance with the following requirement: The geotextile shall retain 80% of its specified strength after an effective exposure period of 1500 hours to direct sunlight.</p> <p>The grade of geotextile shall conform to Table 1 of SABS 0221-1988:</p>

TABLE 1 - GRADES OF GEOTEXTILES

1	2	3	4	5	6	7	8	9	10	11
Property	Grades									
	1	2	3	4	5	6	7	8	9	10
Thickness, mm	Minimum value									
	as specified by manufacturer									
Mass per unit area, g/m ²	100	100	140	140	200	200	240	240	300	300
Penetration load, kN	1,0	1,0	1,5	1,5	2,5	2,5	3,0	3,0	4,0	5,0
Tensile strength, kN/m	6	6	10	10	13	13	18	18	25	30
Permeability, 1/s.m ²										
High flow	200	-	170	-	130	-	80	-	40	-
Low flow	-	25	-	20	-	15	-	10	-	5

PS C12.11**Geosynthetics**

The Engineer's approval of the make and grade of the geosynthetic shall be obtained by the Contractor before any geosynthetic is ordered or used on the works.

The instruction from the Employer's Agent to use a certain geosynthetic shall require the Contractor to supply and install that geosynthetic or an approved equivalent by the Employer's Agent.

The unit of measurement shall be the square metre (m²). The rate shall include for the supply of the material, laying, joining, cutting and waste.

Refer to COTO A12.11 for all geosynthetics

Geotextile:

The synthetic fibres of a geotextile blanket shall consist of at least 100% by mass of polypropylene, polyethylene or a polyester polymer and shall contain such additives as are necessary to render the filaments resistant to the effects of ultraviolet radiation in accordance with the following requirement :

The geotextile shall retain 80% of its specified strength after an effective exposure period of 1500 hours to direct sunlight.

		GRADES									
		1	2	3	4	5	6	7	8	9	10
		MINIMUM VALUE									
Thickness, mm		As specified by manufacturer									
Mass per unit area g/m ²		10	10	14	14	20	20	24	24	30	30
Penetration load, kN		1	1	1.5	1.5	2.5	2.5	3	3	4	5
Tensile Strength kN/m		6	6	10	10	13	13	18	18	25	30
Permeability 1/s.m ²	High flow	20		17		13		80		40	
	Low Flow		25		20		15		10		5

PS C12.11.1**Geosynthetics: Embankment protection**

The unit of measurement shall be the square metre (m²). The rate shall include for the supply of the material, laying, joining, cutting and waste.

C3.5: MANAGEMENT

C3.5 MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable COTO Standards

The COTO (2020 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 any stream.

(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.

PART C4 SITE INFORMATION

PART C4: SITE INFORMATION**GENERAL**

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

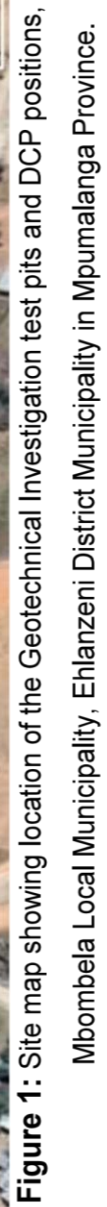
CONTENTS

- **Site location**
- **Climatic Condition**
- **Geotechnical Investigation**

1. SITE DESCRIPTION

The proposed road is situated in Matsulu Township which lies next to the N4 national road 41 km east of Nelspruit CBD, 3 km before the Kaapmuiden train station. The proposed road is currently unpaved. The Approximate National Grid Reference (in accordance with UTM WGS 84 System) of the proposed road is 25°30'9.59"S 31°21'3.05"E.

Topographically, the site has a moderate slope with an abrupt fall towards North East. The general layout of the site is shown in Figure 1 below.



2. SITE GEOLOGY & DESCRIPTION

The geological information from the geological map has suggested that the site is situated within the Mpumalanga Province which is geologically situated in the Archean Granite Greenstone Terrane (Lowe, D. R, 1994).

According to Council for Geoscience, 2016, Geological map of South Africa, 1:1M. The site is underlain by light to pale brown, medium to coarse grained leucocratic biotite granite which is then overlain by the residual soils. The geological map of the site is shown in Volume 1, Figure 3.

Based on the fieldwork, the area of investigation has been sub-divided into one geotechnical zone. The zone is based on the classification system given by the NHBRC and SAICE Code of Practice (1995).

3. INVESTIGATION

3.1 Desk study and site walk-over survey

A review of available information of the surrounding area, in particular the geological maps, topographical maps and Google imagery, was undertaken as a desk study prior to commencement of the geotechnical investigation. The geotechnical field investigation was done on the 24th of November 2022.

Prior to the commencement of the intrusive field investigation methods, a site walk over survey was conducted noting and recording information from visible surface features. Information from this phase together with the desk study, provided a preliminary assessment of the geotechnical conditions underlying the site and identified areas necessary for further investigation.

3.2 Test Pitting

A total of eight test pits designated TP1 to TP8 were excavated to an average depth of 1.0m below existing ground level (EGL). The positions of the test pits were captured by means of a hand held GPS (with accuracy of 5 to 8m) with the recovered materials profiled by an engineering geologist in accordance with Jennings et al., (1973).

A summary of the test pit information is given below in Table 1 and the detailed test pit soil profiles are provided in Volume 2, Appendix A and B.

Table 1: Summary of Test Pit Information

TP No.	Coordinates	Fill	Residual Granite	Groundwater Seepage	Excavation depth
		Gravelly sands (m)	Gravelly Sands (m)		
TP01	25°30'14.93"S 31°21'5.17"E	0.0-0.2	0.2-0.5	None	Terminated at 0.5m on residual Granite. Refusal.
TP02	25°30'13.45"S 31°21'8.75"E	0.0-0.4	0.4-1.0	None	Terminated at 1.0m on residual Biotite Granite. Refusal.
TP03	25°30'12.20"S 31°21'12.24"E	0.0-0.2	0.2-1.1	None	Terminated at 1.1m on residual Biotite Granite. Refusal.
TP04	25°30'7.96"S 31°21'14.30"E	0.0-0.3	0.3-0.7	None	Terminated at 0.7m on residual Biotite Granite. Refusal.
TP05	25°30'4.59"S 31°21'12.81"E	0.0-0.2	0.2-0.9	None	Terminated at 0.9m on residual Biotite Granite. Refusal.

TP06	25°30'5.32"S 31°21'9.04"E	0.0-0.3	0.3-1.0	None	Terminated at 1.0m on residual Biotite Granite. Refusal.
TP07	25°30'6.78"S 31°21'5.97"E	0.0-0.3	0.3-0.9	None	Terminated at 0.9m on residual Biotite Granite. Refusal.
TP08	25°30'9.80"S 31°21'3.77"E	0.0-0.2	0.2-1.0	None	Terminated at 1.0m on residual Biotite Granite. Refusal

Please note:

The above test pits are numbered according to our system/ test positions during excavations. Representative disturbed samples were recovered from the test pits and thereafter the test pits were backfilled and lightly compacted.

3.3 Dynamic Cone Penetrometer Tests

An 8kg DCP was used to evaluate the subsoil consistency and the in-situ California Bearing Ratio (CBR) in TP1 TP8. The DCP tests were carried out at the approximate test pit positions.

It should be noted that the results of the DCP tests are affected by the moisture content of the soil profile, as well as any pebbles or cobbles that may be BGL to promote refusal. Refusal was encountered on site on residual granite.

Table 2 Undrained shear strength correlation with DCP test

UNDRAINED SHEAR STRENGTH CORRELATIONS WITH DCP TEST AFTER BRINK ET (1982)		
SANDY (NON-COHESIVE) MATERIAL		
DESCRIPTION	SPT 'N'(blows per 300mm)	DCP (mm per blow)
Very loose	<5	>75
Loos	5-10	30-
Medium	10-	12.5-
Dens	30-	5-
Very	>50	2.

The site consist of dense to very dense material consistency in TP1-TP8 (avg. 0.0-1.0m) which increases with depth and a Bearing Capacity range of 209KPa-400KPa. However this is in general view of the tested areas, for full DCP tests see Volume 2, Appendix C.

4. GROUNDWATER & CLIMATE CONDITONS

There was no groundwater seepage encountered in the excavated test pits on site. It can generally be expected however, that groundwater seepage will occur at the interface between the transported soils and the residual soils/and or bedrock, particularly during or after periods of heavy rainfall.

The presence of water at road level can cause many inconveniences and damages, too much water on the surface disturbs the visibility and cause erosion of slopes. The surface run off for the site should be channelled towards North East to follow the natural slope of the terrain towards the Crocodile River. This is considered particularly relevant for the development areas in the vicinity of the existing drainage lines and wetlands.

5 LABORATORY TESTING AND MATERIALS EVALUATION

In order to more accurately define the engineering properties of the various materials encountered at the investigation sites the following laboratory tests were carried out on selected disturbed samples

retrieved from the test pits, see Volume 2, Appendix D:

5.1 Foundation Indicator Tests

Representative disturbed samples were collected from the site for foundation indicator testing and the results are summarised in the Table 3 below.

Table 3: Foundation Indicator Test Results

TP No	Depth (m)	Description Sample No.	Soil composition (%)			Atterberg limits			USCS	GM
			Silt & clay	Sand	Gravel	LL	PI	LS		
1,2,3&4	0.3-1.1	SS/001/411	12	41	47	25	3	1.5	SP/SM	2.16
5,6,7&8	0.1-1.2	SS/002/388	11	46	43	21	3	1.5	SP/SM	2.08

Legend

GM	=	Grading modulus
LL	=	Liquid Limit
PI	=	Plasticity Index
LS	=	Linear Shrinkage

The site comprises of gravelly/silty sands in TP1-TP8 (avg. 0.3-1.2m) which have a Plasticity Index of 3% and a Grading Modulus that ranges from 2.08-2.16.

These results indicate that the majority of soil material found on site are not potentially expansive and active soils due to clay content less than 12%, plasticity index that is less than 12%, liquid limit that is less than 30% and linear shrinkage less than 7 according to soil classification related to plasticity index and activity of soil by Van Der Merwe (1964).

5.2 Compaction and CBR

Table 4: Summary of MDD and CBR tests

TP No	Depth (m)	Description	OMC (%)	MDD (kg-/m3)	Swell (%)	CBR			
						90%	93%	95%	98%
1,2,3&4	0.3-1.1	SS/001/411	6.8	2092	0.29	14	17	19	31
5,6,7&8	0.1-1.2	SS/002/412	6.3	2196	0.23	19	27	32	52

OMC = Optimum moisture content

MDD = Maximum dry density (Mod AASHTO)

Swell = Soaked at 100% Mod AASHTO compaction

TRH14 = Classification according to TRH14 guidelines

The residual material in TP1-TP4 (avg. 0.3-1.1m) have a maximum dry density of 2092 kg/m³ and an optimum moisture content of 6.8%.

The residual material in TP5-TP8 (avg. 0.1-1.2m) have a maximum dry density of 2196 kg/m³ and an optimum moisture content of 6.3%.

The material encountered in TP1-TP4 (avg. 0.3-1.1m) classifies as G7 and in TP5-TP8 (avg. 0.1-1.2m) classifies as G6 according to THR 14: 1987. This makes the material found on site suitable for construction purposes and can be used as fill material for the proposed development.

5.3 Borrow Pit Test Results

Potential Borrow Pit in Matsulu have been identified. The borrow pit is situated approximately 6.67 km from the proposed road. The location of the borrow pit is as follows:

- Borrow Pit: 25°31'25.51"S 31°18'30.03"E

As per the TRH14 classification, the borrow pit meet the requirements of G7 material and can be used for the proposed development.

UCS designs were carried out on the borrow pit material, where by 2% of CEM (AfriSam) 32.5N met the C4 classification and 3% of (AfriSam) 32.5N 42.5N met the C3 classification as per COLTO. See test results in Volume 2, Appendix D.

6. DEVELOPMENT RECOMMENDATIONS

6.1 Excavation Requirements and Trench ability

Using information gained from DCP and test pits, the Foundation could be classified with respect to the degree of difficulty of trench excavation. For the purpose of this classification of excavatability the following definitions have been applied (based on Bieniawski, 1973):

(a) Rock

Rock shall be held to be undecomposed boulders exceeding 0.2m³ in volume and solid rock occurring in bulk, banks or ledges, the excavation of which would normally necessitate the use of explosives and shall have a total rating in excess of 70.

(b) Hard Material

Hard material shall be held to be a material other than rock which needs to be loosened by pneumatic, hydraulic or mechanical breakers prior to being excavated and shall have a total rating of between 25 and 70. Hard material or rock may be encountered though in areas where investigation pits were not done.

(c) Soft Material

Soft material will be held to be material not falling into the categories of rock and hard material, such as gravel, sand, silt, clay and completely weathered rock and shall have a total rating of less than 25.

Trenching to an average depth of 1.0 metres using conventional heavy earthmoving plant such as back-actor is not feasible over the entire site. Hard bedrock was encountered on site during excavations.

For the estimation of excavation quantities it is recommended that less than 0.1% of the soil materials to be excavated be classified as boulders.

Collapse was not experienced during excavations on site, but it is safe practise that trenches are laterally supported during excavations. Especially during rainy seasons as this may give rise to differential water table.

6.2 Earthworks

It is recommended that all earthworks be carried out in accordance with SABS 1200 or relevant updated SANS documents in conjunction with COLTO.

All boulders should be cleared from the areas over which fills are to be built. In addition if

encountered during construction, the upper 0.3m of topsoil should be removed and stockpiled for later use as topsoil.

In general, it is recommended that cut slopes and fill embankments are not constructed steeper than 1V in 1.5H. The benches should be approximately 2.5 metres wide and at least 1 metre deep. The need for the subsoil drainage both beneath and in fills will have to be assessed during the earthworks, taking into account the height and locality of individual fills.

The fills should be placed in layers not exceeding 300mm loose thickness, and compacted to a minimum of 95% Modified AASHTO and/or as prescribed on the design drawings as depicted from the traffic loading design and boulders larger than 2/3 of layer thickness should be spoiled.

6.3 Drainage

6.3.1 Surface Drainage

A most important factor in the promotion of a stable site is the control and removal of both surface and ground water from the site. It is important that the design of the storm water management system allows for the drainage of accumulated surface water. Such water should be directed towards the natural drainage lines on the site towards North East.

ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

CONTENTS

PARTICULAR SPECIFICATIONS.....A-1

AGREEMENT OCCUPATIONAL HEALTH AND SAFETY A-10

CONTRACTOR'S HEALTH AND SAFETY DECLARATION A-13

PRO FORMA NOTIFICATION A-1

PARTICULAR SPECIFICATIONS

SECTION OHS: OHSA 1993: HEALTH AND SAFETY SPECIFICATION

OHS 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 **and the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19(C19 OHS), 2020.**

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, the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020.**

This safety specification and the Contractor's own Safety Plan, the Construction Regulations 2014 as well as **COVID-19(C19 OHS), 2020**, 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.

OHS 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.

- (c) **"Contractor"** wherever used in the contract documents and in this specification, shall have the same meaning as **"Contractor"** as defined in the General Conditions of Contract.

In this specification the terms **"principal contractor"** and **"contractor"** are replaced with **"Contractor"** and **"subcontractor"** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (d) **"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).

OHS 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 **COVID-19(C19 OHS), 2020** 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.

OHS 4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (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.

OHS 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.

OHS 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.

OHS 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.

OHS 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)).

OHS 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.

Ele 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.

(s) 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.

(t) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(u) 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.

(v) 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.

(w) electrical installation and machinery on construction sites (Regulation 24)

(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), the provisions of Regulation 30 of the Construction Regulations and **the COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020.**

(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 and **the COVID-19 Measures in Workplaces** 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 **and COVID-19 (C19 OHS),2020**, 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, the Construction Regulations and the COVID-19 (C19 OHS),2020 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.

OHS 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 price

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 OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. **The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly 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.

2.

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

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS Act 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 OHS Act 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 OHS Act 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 contractor'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 sire 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:

10. Expected completion 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

ANNEXURE B: DRAWINGS FOR TENDER PURPOSES

DRAWING NUMBER	DRAWING TITLE
MBO - 2022 – NKU RDS - 001-T - 00	LOCALITY
MBO - 2022 – NKU RDS - 002-T - 00	CONTRACT BOARD
MBO - 2022 – NKU RDS - 003-T - 00	ROADS LAYOUT PLAN
MBO - 2022 – NKU RDS - 004-T - 00	ROADS LAYOUT PLAN & LONGITUDINAL SECTION: ROAD 1 & 9
MBO - 2022 – NKU RDS - 005 -T - 00	ROADS LAYOUT PLAN & LONGITUDINAL SECTION: ROAD 3 & 5
MBO - 2022 – NKU RDS - 006 -T - 00	ROADS LAYOUT PLAN & LONGITUDINAL SECTION: ROAD 7 & 11
MBO - 2022 – NKU RDS - 007 -T - 00	ROADS LAYOUT PLAN & LONGITUDINAL SECTION: ROAD 2
MBO - 2022 – NKU RDS - 008-T - 00	ROAD LAYOUT PLAN & LONGITUDINAL SECTION: ROAD 10
MBO - 2022 – NKU RDS - 009 -T - 00	ROADS LAYOUT PLAN & LONGITUDINAL SECTION: ROADS 6 & 8
MBO - 2022 – NKU RDS - 010 -T - 00	ROADS 1, 3 AND 7 CROSS SECTIONS
MBO - 2022 – NKU RDS - 011 -T - 00	ROAD 2 CROSS SECTIONS: SHEET 1 OF 2
MBO - 2022 – NKU RDS - 012 -T - 00	ROADS 2, 5 AND 11 CROSS SECTIONS: ROAD 2/SHEET 2 OF 2
MBO - 2022 – NKU RDS - 013 -T - 00	ROAD 6 CROSS SECTIONS
MBO - 2022 – NKU RDS - 014 -T - 00	ROAD 8 CROSS SECTIONS
MBO - 2022 – NKU RDS - 015 -T - 00	ROAD 9 CROSS SECTIONS
MBO - 2022 – NKU RDS - 016 -T - 00	ROAD 10 CROSS SECTIONS: SHEET 1 OF 2
MBO - 2022 – NKU RDS - 017 -T - 00	ROAD 10 CROSS SECTIONS: SHEET 2 OF 2
MBO - 2022 – NKU RDS - 018 -T - 00	STORMWATER LAYOUT PLAN AND DATA
MBO - 2022 – NKU RDS - 019 -T - 00	STORMWATER LONGITUDINAL SECTIONS
MBO - 2022 – NKU RDS - 020 -T - 00	TYPICAL DETAILS FOR KERBING: SHEET 1 OF 2
MBO - 2022 – NKU RDS - 021 -T - 00	TYPICAL DETAILS FOR KERBING
MBO - 2022 – NKU RDS - 022 -T - 00	ROAD DETAILS
MBO - 2022 – NKU RDS - 023 -T - 00	TYPICAL DETAILS FOR SW CATCHPITS
MBO - 2022 – NKU RDS - 024 -T - 00	PIPE BEDDING DETAILS
MBO - 2022 – NKU RDS - 025 -T - 00	TYPICAL HEADWALL DETAILS