



TENDER No: 10/2025

REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.

Name of Tendering Entity			
Name of Tendering Entity Representative			
Physical Address of Tendering Entity			
Postal Address of Tendering Entity			
Contact Details of Tendering Entity	Tel: Fax: Cell: Email:		
Tender Amount carried from Form of Offer (including VAT)	R (incl VAT)		
CIDB Grading		CRN No.:	
Tax PIN	PIN		
CENTRAL SUPPLIER DATABASE (CSD)	MAAA		



TENDER NO: 10/2025

LESEDI LOCAL MUNICIPALITY

CONTRACT No.: 10/2025

FOR

REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:.....

.....

PHYSICAL / STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER :

E-MAIL ADDRESS :

CONTRACT PRICE : R

(Amount brought forward from the Form of Offer and Acceptance) *

SIGNED BY AUTHORISED REPRESENTATIVE OF THE BIDDING ENTITY:

DATE:

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



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LESEDI LOCAL MUNICIPALITY

TENDER NO. 10/2025

**REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3)
YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.**

PART T1: BIDDING PROCEDURES



LESEDI LOCAL MUNICIPALITY

CONTRACT No: 10/2025

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REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.

PART T1: BIDDING PROCEDURES

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T1.1 BID NOTICE AND INVITATION TO BID

ADVERTISED IN: SOWETAN
 PUBLISHING DATE: 16 MAY 2025
 TENDER NOTICE: 10/2025

Tenders are hereby invited for the following Office: Infrastructure Services Department: Roads.

TENDER No.: 10/2025

REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.

Bidders must be registered with the Construction Industry Development Board (CIDB) in a contractor grading designation determined in accordance with the sum tendered for a **7CE or 7SB** class of construction work.

Bidders must note that certain works under this bid may only be constructed using labour intensive construction methods (LIC) and must limit the utilization of plant and machinery. Unskilled labourers must be recruited locally to enhance job creation.

Adjudication:

Tenders will be evaluated using functionality evaluation criteria of **100 points** of which the bidder is required to score the minimum of **70 points** in order to be considered for further evaluation. Tenders will be evaluated using the 80/20 preference point system which awards **80 points for Price** and **20 points for Specific Goals** in accordance with the table below:

SPECIFIC GOALS (20 POINTS)				
	Youth	Woman	Disabled	Black
HDI (% Shareholding) (proof of points claimed required)	3	5	2	5
Area of Origin (Proof of street address required)	Sedibeng (DISTRICT)		Gauteng (PROVINCE)	
	3		2	
PRICE	80			
TOTAL POINTS	100			

Documents Collection: Documents can be downloaded from the eTender-portal or Lesedi Local Municipality's Website.

Technical Enquiries: Mr Walter Sithole
 Tender Documents: Ms. Sibulelo Mokoena

Tel: (016) 466 1961
 Tel: (016) 466 1947

Documents available: As from 19 May **2025** on www.etenders.gov.za or <https://lesedi-lm.gauteng.gov.za>

Closing date: 17 June 2025

Time: 12h00

Tender Box

Venue: Tender boxes are situated at the Supply Chain Management Unit, situated on the upper level of the West Wing of the Lesedi Local Municipality Civic Centre, Corner Du Preez and H. F. Verwoerd Streets in Heidelberg.

COMPULSORY TENDER DOCUMENTS (DISQUALIFICATION CRITERIA):

1. Tax Clearance Certificate / Tax Compliance Status documents with Pin. Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin.
2. Vat clearance certificate if service provider is registered for VAT.
3. Certified copies of all directors ID.
4. Copy of company registration documents.
5. Copy of latest municipal account (Rates, Taxes and Services Account) which is not more than 3 months old at the time of closing.
6. The bidding entity as well as all its directors must submit a Municipal account (Rates, Taxes and Services Account) which is not more than three (3) months in arrears or valid lease agreement which is on the name of the entity. If the director is leasing, they must also provide a valid lease agreement on their names.
6.1 If the business operates from the different address as per CIPC document, an affidavit must be provided.
7. Central Supplier Database (CSD) registration full report.
8. Completed and Signed Schedule of Quantities. (As per attached pricing schedule)
9. In the event that an item is not going to be charged on the schedule of quantities the number "0" must be inserted and not a dash (-).
10. Authority of Signatory must be completed and signed by way of directors' resolution. In the event of a business being a sole proprietor or one-person business, a letter of authority is not required.
11. Tenders must submit the relevant copy of Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993). A Letter of Good standing certificate must be submitted (Civil related).
12. MBD 1: Invitation to tender.
13. MBD 4. Declaration of Interest.
14. MDB 5. Declaration of procurement above R10 million (vat included).
15. Audited annual financial statements for the past three years or since the date of establishment if established during the past three years for bids above R10 million.
16. MBD 6.1 Preferential Points.
17. MBD 8: Declaration of bidder's past supply chain management practices.
18. MBD 9: Certificate of independent bid determination.
19. Audited annual financial statements for the past three years or since the date of establishment if established during the past three years for bids above R10 million.
20. Bidders must initial each page of the document.
21. Bid Document must be completed in full
22. CIDB grading of 7CE or 7SB or higher class of construction work
23. Tenderers must submit a signed letter on the Company's Letterhead confirming that the Company has a Budget to implement this Project and as such there won't be delays in implementing this Project due to financial constraints.

BIDDING TENDER CONDITIONS:

1. All suppliers of good and services must be registered in the National Treasury web-based Central Suppliers Database (CSD). As per National Treasury Instruction No. 4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State, excluding instances mentioned in paragraph 3.3, are registered on the CSD prior to award letter/purchase order/signed contract being issued.
2. Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.
3. No late tender will be accepted.
4. Telefax or e-mail tenders will not be accepted.
5. Tenders may only be submitted on the bid documents as provided by Lesedi Local Municipality.
6. The use of tippex is not allowed on the bid documents.
7. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by a full signature of the authorized person at each and every alteration. The Municipality reserves the right to reject the Bid if corrections are not made in accordance with the above.
8. Bids completed in pencil will be regarded as invalid bids.
9. No page(s) may be removed from the original tender document.
10. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document.
11. The lowest or any tender will not necessarily be accepted, and Lesedi Local Municipality reserves the right to accept a tender in whole or in part.
12. The Municipality reserves the right to appoint and not to appoint.
13. The Municipality reserve the right to negotiate a fair market-related price with recommended bidders after a competitive bidding process or price quotations.
14. The validity period for this tender is ninety (90) days.
15. All tender prices must be inclusive of VAT for all registered VAT vendors.
16. The bid will be evaluated on an 80/20 principle where 80 points will be price and 20 points will be Specific Goals.
17. Tender documents may be downloaded from e-tender portal at www.etenders.gov.za as well as <https://lesedi-lm.gauteng.gov.za>

NB* NO TENDER DOCUMENTS ON USB WILL BE CONSIDERED FOR EVALUATION.



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF LESEDI LOCAL MUNICIPALITY

TENDER NUMBER:	10/2025	CLOSING DATE:	17 JUNE 2025	CLOSING TIME:	12H00
DESCRIPTION	REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.				

THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)

Supply Chain Management Unit
Lesedi Local Municipal Building
Corner H. F. Verwoerd and Du Preez Street
Heidelberg
1438

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]



ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL ITEMS OFFERED COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> Yes <input type="checkbox"/> No	TOTAL BID PRICE (As per the price schedule)	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
QUERIES MAY BE DIRECTED DURING OFFICE HOURS: MON – FRI BETWEEN 07:30 TO 16H00 TO			
FOR BIDDING PROCEDURE		FOR TECHNICAL INFORMATION	
CONTACT PERSON	SIBULELO MOKOENA	CONTACT PERSON	Mr Walter Sithole
TELEPHONE NUMBER	016 466 1947	TELEPHONE NUMBER	016 466 1961
E-MAIL ADDRESS	sibulelom@lesedi.gov.za	E-MAIL ADDRESS	walters@lesedi.gov.za

**PART B
TERMS AND CONDITIONS FOR BIDDING**

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATI YES NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.2 BID DATA

The Conditions of Bid are the Standard Conditions of Bid as contained in the latest edition of ISO 10845-3.

The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.

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

The word “bid” or any of its derivatives shall be interchangeable with the word “tender” and its derivatives.

The word “Employer” shall be interchangeable with the word “Purchaser”.

The word “Contractor” shall be interchangeable with the word “Supplier”.

The word “Employer’s Agent” shall be interchangeable with the term “Employer’s Representative”.

The additional conditions of bid are:

Clause number	Bid Data
3.1	The Employer is: LESEDI LOCAL MUNICIPALITY P. O. BOX 201 HEIDELBERG 1438.
3.2	The bid documents issued by the Employer comprise of: THE BID Part T1 Bidding Procedures Part T1.1 Bid Notice and Invitation to Bid Part T1.2 Bid Data Part T2 Returnable Documents Part T2.1 Returnable Schedules Required for Bid Evaluation Purposes Part T2.2 Other Documents Required for Bid Evaluation Purposes Part T2.3 Returnable Schedules That will be Incorporated in the Contract THE CONTRACT Part C1 Agreements and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee

Clause number	Bid Data
	<p>C1.4 Agreement in terms of Occupational Health and Safety Act, 1993</p> <p>Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities</p> <p>Part C3 Scope of Works C3.1 Description of the Works C3.2 Engineering C3.3 Procurement C3.4 Management C3.5 Construction C3.6 Health and Safety Specification C3.7 Environmental Management Plan</p> <p>Part C4 Site Information C4 Site Information</p> <p>Part C5 Appendices C5 Appendices</p>
3.4	<p>The Employer is: Lesedi Local Municipality No.1 H. F. Verwoerd Street Heidelberg 1441</p> <p>Contact Person: Mr. Nehemiah Mnisi Tel: 016 492 1024</p> <p>The Employer's Agent is: Epitome Consulting 113 River Road Lyttelton Manor Centurion 0157</p> <p>Contact Person: Mr. Karel Hermanus Phone: (011) 391 5049</p> <p>Bidders shall note that verbal information given by the Employer's Agent during clarification meetings, site visits or at any time prior to the award of the Contract will not be regarded as binding on the Employer. Only information issued formally in writing in terms of an Addendum (Clause 4.7) or Clarification of a Bid Offer (Clause 4.8) will be considered as amending the Bid Documents.</p>

Clause number	Bid Data						
3.4	The language for communication is English.						
3.6	A two-envelope system will not be followed.						
4.1	<p>Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE or 7SB class of construction work, are eligible to submit bids.</p> <p>Joint Ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none"> (1) each member of the joint venture is registered with the CIDB, (2) the lead partner has a contractor grading designation from 7CE or 7SB class of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE or 7SB or higher class of construction work. 						
4.13	<p>The <u>whole original</u> bid document, as issued by the Lesedi Local Municipality (LLM), shall be submitted. Bids may only be submitted on the Bid documentation issued by the LLM.</p>						
4.15	<p>The employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Location of bid box: Bid Box Physical address: Bid Box situated at the Supply Chain Management Department, Municipal Building, corner H. F. Verwoerd and Du Preez Street, Heidelberg, during office hours Monday to Friday, 0730hrs till 1600hrs. The bid closes on 17 June 2025 at 12:00pm. No late, or e-mailed or faxed bids will be considered. All objections and complaints must be lodged within 14 days and in writing to the Municipal Manager 's Office.</p> <p>Identification details: Contract Number: 10/2025</p> <p>DESCRIPTION OF PROJECT: REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.</p> <p>Identification details: The bidder must clearly indicate the contents on the front of the envelope, with the following details:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 10%; vertical-align: top;">(i)</td> <td style="width: 40%;">Bid No.: 10/2025</td> <td style="width: 50%; text-align: right;">REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.</td> </tr> <tr> <td style="vertical-align: top;">(ii)</td> <td>The closing date of the bid:</td> <td style="text-align: right;">17 JUNE 2025 at 12:00pm</td> </tr> </table>	(i)	Bid No.: 10/2025	REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.	(ii)	The closing date of the bid:	17 JUNE 2025 at 12:00pm
(i)	Bid No.: 10/2025	REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.					
(ii)	The closing date of the bid:	17 JUNE 2025 at 12:00pm					

Clause number	Bid Data												
	<p>(iii) The name and address of the bidder:</p> <p>.....</p> <p>.....</p> <p>.....</p>												
4.13	Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.												
4.15	The closing time for submission of bid offers is 12:00pm on 17 JUNE 2025												
4.16	<p>The bid offer validity period is 90 Days calculated from the bid closure date.</p> <p>If the bid validity expires on a Saturday, Sunday or public holiday, the bid shall remain valid and open for acceptance until the closure of business on the following working day.</p>												
5.4	Bids will be opened immediately after the closing time for bids at the: Supply Chain Management Department, Municipal Building, corner H. F. Verwoerd and Du Preez Street, Heidelberg.												
5.11	The procedure for evaluation of responsive bids is Method 3.												
5.11.4	<p>The financial offer is scored using the formula in Paragraph 5.11.7 on Page 29 where the value of W_1 is 80 points.</p> <p>Up to 100 minus W_1 bid evaluation points are awarded to bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>												
5.11.9	<p>EVALUATION OF BID OFFERS</p> <p><u>Prequalification / Quality Criteria</u></p> <p>Bidders will be assessed based on the quality criteria as set out in the table below. Bidders scoring less than 70 points will be considered non-responsive.</p> <p>Bidders shall fill in the relevant information on the Quality Criteria Schedules / Returnable Schedules in Part T2 (summarised on Page 33) and this information shall be used to award points for quality on the following basis per category:</p> <table border="1" data-bbox="217 1742 1402 1899"> <thead> <tr> <th colspan="4" data-bbox="217 1742 1402 1803">FUNCTIONALITY CRITERIA – BID RATING MATRIX</th> </tr> <tr> <th data-bbox="217 1809 432 1854">Criteria</th> <th data-bbox="437 1809 890 1854">Evaluation Indicators</th> <th data-bbox="895 1809 1174 1854">Points Allocated</th> <th data-bbox="1179 1809 1402 1854">Weight</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="217 1861 1174 1899">1. COMPANY EXPERIENCE</td> <td data-bbox="1179 1861 1402 1899">Max = 50 Points</td> </tr> </tbody> </table>	FUNCTIONALITY CRITERIA – BID RATING MATRIX				Criteria	Evaluation Indicators	Points Allocated	Weight	1. COMPANY EXPERIENCE			Max = 50 Points
FUNCTIONALITY CRITERIA – BID RATING MATRIX													
Criteria	Evaluation Indicators	Points Allocated	Weight										
1. COMPANY EXPERIENCE			Max = 50 Points										

Clause number	Bid Data			
	Company experience as a main contractor with regards to the construction of Roads Construction/Road Rehabilitation	5 or more Roads Construction or Roads Rehabilitation Project greater than R10m construction value successfully completed. (Attach matching signed appointment letter, reference letter and completion certificates as proof).	50 points	50
4 (four) Roads Construction or Roads Rehabilitation Project greater than R10m construction value successfully completed. (Attach matching signed appointment letter, reference letter and completion certificates as proof).		40 points		
3 (three) Roads Construction or Roads Rehabilitation Project greater than R10m construction value successfully completed. (Attach matching signed appointment letter, reference letter and completion certificates as proof).		30 points		
2(two) Roads Construction or Roads Rehabilitation Project greater than R10m construction value successfully completed. (Attach matching signed appointment letter, reference letter and completion certificates as proof).		20 points		
0-1 Roads Construction or Roads Rehabilitation Project greater than R10m construction value successfully completed		0 Points		
2. FINANCIAL STABILITY			Max = 10 Points	
Bank Rating (Attach stamped Bank rating Certificate as Proof)	Bank Code Report		10	
	- Code A	10 points		
	- Code B	8 points		
	- Code C-F	0 points		
3. COMPANY EQUIPMENT			Max = 20	
Plant compatibility	Paver certified Registration Certificate or letter of intent to hire from hiring company on the hire company's letter head with contactable reference)	4 points	4	

Clause number	Bid Data						
	Key Project Personnel	National Diploma in Safety Management and experience in Civil Engineering works (Must be registered with SACPCMP as a Safety Officer - CHSO) (Attach CV and certified copies of relevant qualifications and registrations)	<table border="1" style="width: 100%;"> <tr> <td data-bbox="898 327 1174 622"><2 years = 0</td> <td data-bbox="1182 327 1497 622" style="text-align: center;">5</td> </tr> <tr> <td colspan="2" data-bbox="898 633 1497 678" style="text-align: center;">TOTAL SCORE</td> </tr> </table>	<2 years = 0	5	TOTAL SCORE	
<2 years = 0	5						
TOTAL SCORE							
	<p><u>Notes:</u></p> <p>Submit Curriculum Vitae and Certified Qualification certificates for all key personnel listed above.</p>						
5.13	<p>Only those bidders who can demonstrate that they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit bids.</p> <p><i>In addition to the above:</i></p> <ul style="list-style-type: none"> • the bidder has in his or her possession an original valid Tax Clearance Certificate or TCS pin number thereof, issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; • the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation and is not suspended; • the bidder or any of its directors is not listed on the Register of Bid 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 bidder has not: <ul style="list-style-type: none"> - Abused the Employer's Supply Chain Management System; or - Failed to perform on any previous contract and has been given a written notice to this effect; and • the bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process. <p>The bidder must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor to worker ratio of 1:20 for effective supervision of Labour-intensive works for all LI activities.</p>						
5.17	The number of paper copies of the signed contract to be provided by the Employer is one.						
5.17.1	The tendered rates and prices shall not be subject to Contract Price Adjustment (CPA).						
	<p>CERTIFICATES</p> <p>1. Attach a valid Tax Clearance Certificate or TCS pin number thereof, issued by the South African Revenue</p>						

Clause number	Bid Data
	<p data-bbox="312 331 411 360">Services;</p> <ol data-bbox="264 398 1497 1093" style="list-style-type: none"><li data-bbox="264 398 1497 629">2. If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No. 71 of 2008, or any other law, audited or independently reviewed annual financial statements as the case may be, prepared within six (6) months of the end of the bidder's most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years, unless the bidder was only established or commenced business within the past three (3) years in which case all of its annual financial statements must be submitted;<li data-bbox="264 667 1497 831">3. If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidder's most recent financial year together with the annual financial statements for the two immediately preceding financial years, unless the bidder was only established or commenced business within the past three (3) years in which case all of its annual financial statements must be submitted;<li data-bbox="264 869 1497 965">4. If the bidder only commenced business within the past three (3) years, the bidder is required to submit annual financial statements in compliance with the provisions of subsections (4) and (5) above for each of its financial years since commencing business;<li data-bbox="264 1003 1497 1093">5. If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.

ANNEXURE F: STANDARD CONDITIONS OF BID AS CONTAINED IN SANS 10845-3 STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT

STANDARD CONDITIONS OF BID

3 GENERAL

3.1 Actions

The employer and each bidder submitting a bid offer shall comply with these conditions of bid. In their dealings with each other, they shall discharge their duties and obligations as set out in Clause 4 and 5 timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations, and not engage in anticompetitive practices.

The employer and the bidder and all their agents and employees involved in the bid process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Bidders shall declare any potential conflict of interest in their bid submissions. Employees, agents, and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect, or family interests in the bid or outcome of the procurement process and any personal bias, inclination, obligation, allegiance, or loyalty which would in any way affect any decisions taken.

The employer shall not seek, and a bidder shall not submit a bid without having a firm intention and the capacity to proceed with the contract.

3.2 Bid Documents

The documents issued by the employer for the purpose of a bid offer are listed in the bid data.

3.3 Interpretation

The bid data and additional requirements contained in the bid schedules that are included in the returnable documents are deemed to be part of ISO 10845.

The standard conditions of bid contained in this part of ISO 10845, the bid data and bid schedules which are only required for bid evaluation purposes, shall not form part of any contract arising from the invitation to bid.

For the purposes of these conditions of bid, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the bidder's financial offer after all tendered parameters that will affect the value of the financial offer has been taken into consideration in order to enable comparisons to be made between offers on a comparative basis;
- c) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the bid process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association, or other legal entity, whether incorporated or not, or a public body;
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

3.4 Communication and employer's agent

Each communication between the employer and a bidder shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a bidder. The name and contact details of the employer's agent are stated in the bid data.

3.5 The employer's right to accept or reject any bid offer

The employer may accept or reject any variation, deviation, bid offer, or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a bidder for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

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

3.6 Procurement procedures

3.6.1 General

Unless otherwise stated in the bid data, a contract will, subject to 5.13, be concluded with the bidder who in terms of 5.11 is the highest ranked or the bidder scoring the highest number of bid evaluation points, as relevant, based on the bid submissions that are received at the closing time for bids.

3.6.2 Competitive negotiation procedure

Where the bid data require that the competitive negotiation procedure is to be followed, bidders shall submit bid offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 5.4, the employer shall announce only the names of the bidders who make a submission. The requirements of 5.8 relating to the material deviations or qualifications which affect the competitive position of bidders shall not apply.

All responsive bidders, or not less than three responsive bidders that are highest ranked in terms of the evaluation method and evaluation criteria stated in the bid data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of 4.17, the employer may request that bids be clarified, specified, and fine-tuned in order to improve a bidder's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

At the conclusion of each round of negotiations, bidders shall be invited by the employer to make a fresh bid offer, based on the same evaluation criteria, with or without adjusted weightings. Bidders shall be advised when they are to submit their best and final offer.

The contract shall be awarded in accordance with the provisions of 5.11 and 5.13 after bidders have been requested to submit their best and final offer.

3.6.3 Proposal procedure using the two-stage system

3.6.3.1 Option 1

Bidders shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the bid data, and in the second stage negotiate a contract with the bidder scoring the highest number of evaluation points and award the contract in terms of these conditions of bid.

3.6.3.2 Option 2

In the first stage, bidders shall submit only technical proposals. The employer shall invite all responsive bidders to submit bid offers in the second stage, following the issuing of procurement documents.

The employer shall evaluate bids received during the second stage in terms of the method of evaluation stated in the bid data and award the contract in terms of these conditions of ISO 10845.

4 BIDDER'S OBLIGATIONS

4.1 Eligibility

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

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

4.2 Cost of bidding

Accept that, unless otherwise stated in the bid data, the employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

4.3 Check documents

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

4.4 Confidentiality and copyright of documents

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

4.5 Reference documents

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

4.6 Acknowledge addenda

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

4.7 Clarification meeting / Briefing session

There is no Clarification meeting/Briefing session for this bid.

4.8 Seek clarification

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

4.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The bidder is advised to seek qualified advice regarding insurance.

4.10 Pricing the bid offer

Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful bidder.

Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

4.11 Alterations to documents

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

4.12 Alternative bid offers

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

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

4.13 Bid submissions

4.13.1 General submission requirements

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

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

Submit

- a) the parts of the bid offer communicated on paper as an original plus the number of copies stated in the bid data, with a translation of any documentation in a language other than the language of communication established in 3.4, and
- b) the parts communicated electronically in the same format as they were issued by the employer.

4.13.2 Signatures

Sign the original and all copies of the bid offer where required in terms of the bid data.

State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the bid offer.

NOTE: The employer holds all authorised signatories liable on behalf of the bidder.

4.13.3 Bid Securities

Submit, as required as part of the submission, a bid security from a bank or insure that is in a strong enough commercial position to carry such security in the name of the bidder, or in the names of each of the members of joint venture, in the amount, for the period and in the form specified in the bid data.

4.13.4 Inclusion of certificates

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

4.13.5 Sealing of documents

Seal the original and each copy of the bid offer as separate packages marking the packages as "ORIGINAL" and "COPY". Unless otherwise specified in the bid data, seal the "ORIGINAL" and "COPY" packages in a single package and state on the outside of such package the employer's address and identification details specified in the bid data, as well as the bidder's name and contact details.

Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid data in an envelope marked "FINANCIAL PROPOSAL" and place the remaining returnable documents in an envelope marked "NON-FINANCIAL PROPOSAL". Each envelope shall state on the outside the employer's address and identification details stated in the bid data, as well as the bidder's name and contact address. Seal the original bid offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the bid data.

4.13.6 Employer's acceptance of bid submissions

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

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

4.14 Information and data to be completed in all respects

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

4.15 Closing time

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

Accept that, if the employer extends the closing time stated in the bid data for any reason, the requirements of the standard conditions of bid in this part of ISO 10845 apply equally to the extended deadline.

4.16 Bid offer validity

4.16.1 Period of validity

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

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

4.16.2 Withdrawal of bids

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

Where a bid submission is to be substituted, submit a substitute bid in accordance with the requirements of 4.13 with the packages clearly marked as "SUBSTITUTE".

4.17 Clarification of bid offer after submission

Provide clarification of a bid offer during the evaluation of bid offers, in response to a request from the employer to do so.

Note: Such clarifications can include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of bidders or substance of bid offer is sought, offered, or permitted.

4.18 Other material

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

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

4.19 Inspections, tests, and analysis

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

4.20 Submit securities, bonds, policies, etc.

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

4.21 Check final draft

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

4.22 Returning other bid documents

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

5 THE EMPLOYER'S UNDERTAKINGS

The employer shall carry out the following undertakings:

5.1 Respond to requests from the bidder

Unless otherwise stated in the bid Data, respond to a request for clarification received up to five working days before the bid closing time stated in the Bid Data and notify all bidders who obtained procurement documents.

Consider any request to make a material change in the capabilities or formation of the bidding entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a bidder to submit a bid offer in terms of a previous procurement process.

Deny any such request if, as a consequence,

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the pre-qualification process

5.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the bid documents to each bidder during the period from the date that bid documents are available until three days before the bid closing time stated in the Bid Data.

If, as a result a bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, shall then notify all bidders who drew documents.

5.3 Returning late bid offers

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

5.4 Opening of bid submissions

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

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

Make available, upon request, to all interested persons the record of bid parameters that are announced in respect of each bid received.

5.5 Two-envelope system

Where stated in the bid data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of bidders' agents who choose to attend at the time and place stated in the bid data and announce the name of each bidder whose technical proposal is opened.

Evaluate the quality of the technical proposals offered by bidders, then advise bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened.

Open only the financial proposals of bidders, who score in the quality evaluation more than the minimum number of points for quality stated in the bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

5.6 Non-disclosure

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

5.7 Grounds for rejection and disqualification

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

5.8 Test for responsiveness

Determine, after opening and before detailed evaluation, whether each bid offer properly received:

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the bidder's risks and responsibilities under the contract, or
- c) affect the competitive position of other bidders presenting responsive bids if it were to be rectified.

Reject a non-responsive bid offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

5.9 Arithmetical errors, omissions, and discrepancies

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

Check the highest ranked bid or bidder with the highest number of bid evaluation points after the evaluation of bid offers in accordance with 5.11 for:

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

Notify the bidder of all errors or omissions that are identified in the bid offer and either confirm the bid offer as tendered or accept the corrected total of prices.

Where the bidder elects to confirm the bid offer as tendered, correct the errors as follows:

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

5.10 Clarification of a bid offer

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

5.11 Evaluation of bid offers

5.11.1 Financial offer and quality

In the case of a financial offer and quality:

- a) Score each bid in respect of the financial offer made and the quality offered in accordance with the provisions of 5.11.7 and 5.11.8, rejecting all bid offers that fail to score the minimum number of points for quality stated in the bid data, if any.
- b) Calculate the total number of bid evaluation points (T_{EV}) in accordance with the following formula:

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

where:

N_{FO} is the number of bid evaluation points awarded for the financial offer made in accordance with 5.11.7;
 N_Q is the number of bid evaluation points awarded for quality offered in accordance with F.3.11.8.

- c) Rank bid offers from the highest number of bid evaluation points to the lowest.
- d) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all bidders should there be compelling and justifiable reasons not to recommend the bidder with the highest number of bid evaluation points and recommend the bidder with the highest number of bid evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

5.11.6 Decimal places

Score financial offers, preferences, and quality, as relevant, to two decimal places.

5.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive bid offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:

N_{FO} is the number of bid evaluation points awarded for the financial offer.

W_1 is the maximum possible number of bid evaluation points awarded for the financial offer as stated in the Bid Data.

A is a number calculated using the formula and option described in Table 1 as stated in the Bid Data.

Table 1 – Formulae for calculating the value of A^a

Formula number	Basis for comparison	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + (\frac{P - P_m}{P_m}))$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - (\frac{P - P_m}{P_m}))$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the bid offer under consideration.			

5.11.8 Scoring preferences

Confirm that bidders are eligible for the preferences claimed in accordance with the provisions of the bid data and reject all claims for preferences where bidders are not eligible for such preferences.

Calculate the total number of bid evaluation points for preferences claimed in accordance with the provisions of the bid data.

5.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Bid Data.

Calculate the total number of bid evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where:

S_O is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of bid evaluation points awarded for the quality as stated in the bid data.

5.12 Insurance provided by the employer

If requested by the proposed successful bidder, submit for the bidder's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

5.13 Acceptance of bid offer

Accept the bid offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the bidder:

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

5.14 Prepare contract documents

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

- a) addenda issued during the bid period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful bidder.

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

5.15 Complete adjudicator's contract

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

5.16 Notice to successful and unsuccessful bidders

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

After the successful bidder has been notified of the employer's acceptance of the bid, notify other bidders that their bid offers have not been accepted.

5.17 Provide copies of the contracts

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

5.18 Returning of bid securities

Return the securities to the successful bidder and unsuccessful bidders before the expiry period stated in the bid data or in the bid security.

5.19 Providing written reasons for actions taken

Provide upon request written reasons to bidders for any action that is taken in applying any of this part of ISO 10845 but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of bidders or might prejudice fair competition between bidders.



TENDER NO: 10/2025



LESEDI LOCAL MUNICIPALITY

TENDER NO. 10/2025

REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.

PART T2: LIST OF RETURNABLE DOCUMENTS

LESEDI LOCAL MUNICIPALITY**CONTRACT No: 10/2025**

FOR

REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.**PART T2: LIST OF RETURNABLE DOCUMENTS***The bidder must complete the following returnable documents.*

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NOTE:

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

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES**CONTENTS**
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Form 2.1.1 Schedule of Constructional Plant

The Bidder shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

Note:

Submit proof of ownership of all plant listed in the schedule, and if hired, submit a letter of intent of the plant to be hired from the registered plant leasing entity.

DESCRIPTION, SIZE, CAPACITY AND WORKING CONDITION	NUMBER



DESCRIPTION, SIZE, CAPACITY AND WORKING CONDITION	NUMBER



Form 2.1.2 Size of Enterprise and Current Workload

What was your turnover in the previous financial year? R_____

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

Physical facilities:

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

Description	Address	Area (m ²)

SMME STATUS - (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

Provide details on the following:

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

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



List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

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

Form 2.1.3 Schedule of Labour Content

The bidder must complete a standard table reflecting the labour-force anticipated to be employed on this contract, including labour employed by sub-contractors.

Type of Labour	Man-days	Minimum Wage Rate per unit	Total Wage Cost (Excl VAT)
Permanent Staff			
Temporary Staff			
SMME / HDEs Labour			
Total Percentage			

Notes to Bidder:

- (1) Labour is defined as hourly-paid personnel.
- (2) The penalty for non-compliance during the contract or fraudulent disclosure is discussed in the specifications.
- (3) Percentage will be calculated using tendered amount (Excl. VAT) before contingencies.



Form 2.1.4 Proposed Key Personnel and LIC NQF 7 Supervisors

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

DESIGNATION	NAME OF	NATIONALITY:	SUMMARY OF		NQF 7 Certified Yes / No
	(i) NOMINEE (ii) ALTERNATE		QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION	
<u>HEADQUARTERS</u> Partner/Director					
Contract's Manager					
<u>CONSTRUCTION MONITORING</u> Construction Manager					
Safety Officer					
Foreman					
Other key staff (Give designation)					



Form 2.1.5 Schedule of Previous Work Carried Out by Bidder

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

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

EMPLOYER (Name, tel no. and email address)	CONSULTING ENGINEER'S AGENT (Name, tel no. and email address)	NATURE OF WORK CARRIED OUT PREVIOUSLY	VALUE OF WORK	YEAR OF COMPLETION



Form 2.1.6 Financial Ability to Execute the Project

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

AMOUNT: _____

Which of the following institutions will provide surety?

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

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

Month No.	Amount (VAT included)		a – b Net cash-flow	Cumulative cash-flow
	a Received	b Payments made		
1			D	j=d
2			E	j+e=k
3			F	k+f=l
4			G	l+g=m
5			H	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
11				
12				
Maximum negative cash-flow: Take the largest negative number in the last column and write it in here → → → → → → →				

Notes:

- (i) Value added tax to be included in all amounts
 - (ii) Assume payment of certificates within 30 days of approval of certificate
- From what sources will you fund the above negative amount (e.g., Funds internally available, bank overdraft, loan, etc)

NAME OF BIDDING ENTITY



Form 2.1.7 Joint Venture / Consortium Authority

JOINT VENTURE / CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture / Consortium for the purpose of jointly bidding and obtaining the award of contract for **REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.**

and of jointly performing such contract under joint and several responsibilities.

The share of the partners in the Joint Venture/ Consortium shall be:

Full Name and address of Lead enterprise%

.....

Full Name and address of 2nd enterprise%

.....

Full Name and address of 3rd enterprise%

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture / Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture / Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the LLM, for the amount and period as stated in the Contract Data.

The Joint Venture / Consortium may not be terminated by any of the parties hereto until either:

- (a) the contract has been awarded to another bidder; or
- (b) the work undertaken by the Joint Venture / Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture / Consortium have been settled, the bid is cancelled or the period of validity of bid extended.



No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture / Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture / Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the LLM or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture / Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures.

Form 2.1.8 Schedule of Proposed Subcontractors

The Municipality may require the contractor to work with Local Subcontractors.

1. Definitions**1.1 Targeted Labour**

Individuals, employed by the contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

The minimum required job creation target is 1.25 full time equivalent (FTE) jobs per million Rand contract sum, where 1 FTE job is equivalent to 230 days of employment.

1.2 Target Group

For this project, the target group shall be based on the table below. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area.

The Municipality may require the contractor to work with Local Subcontractors that are in the following categories:

- a) an EME or QSE;
- b) an EME or QSE which is at least 51 % owned by black people;
- c) an EME or QSE which is at least 51 % owned by black people who are youth;
- d) an EME or QSE which is at least 51 % owned by black people who are women;
- e) an EME or QSE which is at least 51 % owned by black people with disabilities;
- f) an EME or QSE which is 51% owned by black people living in rural or under developed areas or townships;
- g) a cooperative which is at least 51 % owned by black people;
- h) an EME or QSE which is at least 51 % owned by black people who are military veterans;
or
- i) more than one of the categories referred to in paragraphs (a) to (h).

1.3 Target Area

For this project, the target area is: Lesedi Local Municipality

Supporting Targeted Labour / Job Creation Calculation

The Bidder must complete the table below to reflect the anticipated jobs created in completing this Contract.

The minimum Job Creation content is as specified in SANS 10845-5.

Row No.	Description	A	B	C	D
		No. persons to employ	No. Days Employed	No. Labour Days (A x B)	No. FTE Jobs to Create (C/230)
1	Unskilled Labourers				
2	Semi-skilled Labourers				
3	Skilled Site Personnel (Operators, Section Leaders, Etc)				
4	Skilled Office Personnel (Clerks, Safety Agents, Laboratory Staff)				
5	Site Management Personnel				
6	Off-Site Office Personnel				
7	Other (Specify)				
8	Other (Specify)				
9	TOTAL (Sum Rows 1 to 8)				*
10	TOTAL Tendered Contract Price (from Form of Offer and Acceptance)				
11	Contractual Number of FTE Jobs to Create ((Row 10 / 1,000,000) x 1.0)				

Notes

1. * This amount should be greater than or equal to the amount in Row 11.
2. The bid will be non-responsive if the minimum job creation content is not achieved.
3. The above information will be monitored by the Employer’s Agent during the construction phase. This undertaking by the Contractor will be part of the minimum Procurement Targets and penalties for non-conformance will be calculated according to those specified in the Bid Data.

SIGNED ON BEHALF OF THE BIDDER:



Form 2.1.9 Financial References

DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorise the Employer / Employer's Agent to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	()
Fax number	()
Account number	
Type of account, (i.e. cheque account)	

BIDDER'S TAX DETAILS

Bidder's VAT vendor registration number:

Bidder's SARS tax reference number:



T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

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Form 2.2.1 Tax Clearance Certificate Requirements

A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY OR TCS NUMBER THEREOF, OBTAINED FROM SARS TO BE SUBMITTED WITH BID DOCUMENTS.

Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract, by the Bid Evaluation Committee.



NAME OF BIDDING ENTITY

TAX CLEARANCE CERTIFICATE/ TAX PIN OF TAX COMPLIANCE STATUS DOCUMENT (TCS) MUST BE ATTACHED IN A SEPARATE DOCUMENT

Form 2.2.2 General Declaration:

I/We, the undersigned:

- (a) *bid to supply and deliver to LESEDI LOCAL MUNICIPALITY [hereafter "LLM"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) *agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) *further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;*
- (d) *confirm that this bid may only be accepted by the LLM by way of a duly authorised Letter of Acceptance;*
- (e) *declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) *declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the LLM and the undersigned;*
- (g) *certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;*
- (h) *acknowledge that the information furnished is true and correct;*
- (i) *accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the LLM that the claims are correct. If the claims are found to be inflated, the LLM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the LLM as a result of the award of the contract and/or cancel the contract and claim any damages which the LLM may suffer by having to make less favourable arrangements after such cancellation;*
- (j) *declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months;*
- (k) *declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory;*
- (l) *declare that the signatory to the bid document is duly authorised;*
- (m) *agree that documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the LLM;*
- (n) *declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith in terms of Regulation 10 of the Preferential Procurement Regulations, 2011 is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise (EME) from a registered auditor, accounting officer or accredited verification agency);*
- (o) *declare that the following responses to be true and correct:*

Does the bidder have participation in the submission of any other offer for the supplies / services described in the attached documents?

YES	NO
-----	----



(Tick applicable box)

--	--

If YES, the following information must be supplied:

a. The name(s) of the other Bidder(s) involved

.....

b. The full details of the Bidder(s) participation

.....

(p) declare that all of the information furnished is true and correct.

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

Name of Authorised Person:

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: 1. _____

2. _____

NAME OF BIDDING ENTITY

Form 2.2.3 Declaration of Interest**MBD 4**

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of Owner of the Bidding Entity:
 - 3.2 Identity Number if applicable:
 - 3.3 Position occupied in the Company (Director, trustee, shareholder)
 - 3.4 Company Registration Number if applicable:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:

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

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

*Shareholder means a person who owns shares in the company or business entity, exercises control and is actively involved in its management.

- 3.7 The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state*



(Tick applicable box)
 3.8.1 If so, furnish particulars.

YES	NO

3.9 Have you been in the service of the state for the past twelve months?
 (Tick applicable box)

YES	NO

3.9.1 If so, furnish particulars.

3.10 Do you have any relationship (close family member, partner, or associate) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?
 (Tick applicable box)

YES	NO

3.10.1 If so, furnish particulars.

3.11 Are you, aware of any relationship (close family member, partner, or associate) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?
 (Tick applicable box)

YES	NO

3.11.1 If so, furnish particulars

3.12 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?
 (Tick applicable box)

YES	NO

3.12.1 If so, furnish particulars.

3.13 Are any spouse, child, or parent of the company's directors, trustees, managers, principal shareholders, or stakeholders in service of the state?
 (Tick applicable box)

YES	NO

3.13.1 If so, furnish particulars.



3.14 Do you or any of the directors, trustees, managers, principle shareholders or stakeholders of this company have any interest in any other company or business entity whether or not the latter is bidding for this contract?
(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

3.14.1 If so, furnish particulars.

.....
.....

4. Full details of directors / trustees / members / shareholders:

Full Name	Identity Number	Employee Number

CERTIFICATION

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

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

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WILL BE REJECTED.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidding Entity



NAME OF BIDDING ENTITY

Form 2.2.4 Declaration for Procurement Above R10 Million (VAT Included)

MBD 5

BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

1.1 Are you by law required to prepare annual financial Statements?
(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

If yes:

1.1.1 If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).

1.1.2 If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).

1.1.3 **Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act. Summaries and/or extracts of annual financial statements shall not be acceptable and shall result in the rejection of the bid.**

1.2 If your answer to 1.1 above is YES then, did you only commence business within the past three years?
(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

1.2.1 If yes, the bidder is required to submit annual financial statements in compliance with the provisions of 1.1.1 and 1.1.2 above for each of its financial years since commencing business.

1.3 If your answers to 1.1 above is NO, un-audited financial statements must be submitted with your bid for the periods specified in 1.1.1, 1.1.2 or 1.2.1 above, as the case may be.

.....

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

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

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



2.2 If yes, provide particulars.

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

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

YES	NO

3.1 If yes, furnish particulars.

.....
.....

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

YES	NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NAME OF BIDDING ENTITY

Form 2.2.5 Declaration of Bidder’s Past Supply Chain Management Practices

MBD 8

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities 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 bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? (To access this Register, enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Bid Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		



Item	Question	Yes	No
4.4	Does the bidder 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 bidder 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 THE CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NAME OF BIDDING ENTITY

Form 2.2.6 Certificate of Independent Bid Determination**MBD 9**

- 1 This Form “2.2.6” must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This Form “2.2.6” serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (Form “2.2.6”) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(BID NUMBER: 10/2025): REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.

in response to the invitation for the bid made by:

LESEDI LOCAL MUNICIPALITY

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

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

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

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors, or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.



- 8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NAME OF BIDDING ENTITY



Form 2.2.7: Declaration for Municipal Accounts

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Policy of the LLM, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders.

- (i) I, the undersigned hereby declare that the signatory to this bid document; is duly authorised and further declare:
- (ii) I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity for services/goods rendered shall be utilised to offset any monies due to a municipality or a municipal entity.
- (iii) The following account/s of the bidding entity has reference:

Municipality	Account number
.....
.....

(NB: If there is insufficient space above, please submit on a separate page)

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block.

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	
Other (Please specify)	

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

Name of Duly Authorised Signatory: (Please print)

Authorised Signature:

As witness: 1.

2.

NAME OF BIDDING ENTITY



Form 2.2.8: Authority of Signatory



AUTHORITY FOR SIGNATORY(COMPULSORY)

Please note that the sole proprietors or “one-person business” are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

Printed on company letterhead:

“By resolution of the board of directors passed on _____ 20 _____

Mr. _____

has been duly authorized to sign all documents in connection with the bid for

Tender _____ No. _____

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

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the Specific goals indicated in paragraph 4 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:



The information furnished is true and correct.

The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

In the event of a contract being awarded as a result of points claimed as shown in paragraph 4, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

If the points for Specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (v) disqualify the person from the bidding process.
- (vi) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.

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; restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



TENDER NO: 10/2025

ATTACH THE CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION FULL REPORT IN A SEPARATE DOCUMENT

LESEDI LOCAL MUNICIPALITY

CONTRACT No.: 10/2025



FOR

REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.

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

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Form 2.3.1 Form Concerning Fulfilment of The Construction Regulations, 2003

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

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

YES	
NO	

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

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

- 3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

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

.....



5 Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

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

YES	
NO	

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

1 ID No.:

2 ID No.:



Form 2.3.2 Record of Addenda to Bid Documents

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

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

Attach additional pages if more space is required.

.....
Signature of Authorized person:

.....
Date:

Name:

Position:

Form 2.3.3 Adjudication of Bids**PROCUREMENT FORM***ADJUDICATION OF BIDS*

Bids are adjudicated in terms of LLM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and General Criteria

Bids will be adjudicated in terms of inter alia:

- Compliance with bid conditions
- Technical specifications

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected.

2. Infrastructure and resources available

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

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

3. Size of enterprise and current workload

Evaluation of the bid's position in terms of:

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

4. Staffing profile

Evaluation of the bid's position in terms of:

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

5. Previous experience

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

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

6. Financial ability to execute the contract

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

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

7. Good standing with SA Revenue Service

Establish whether a valid original tax clearance certificate or copy thereof has been submitted with the Bid document on closing date of the bid. If no such Certificate or copy thereof has been submitted, the bid must be rejected. If a valid original tax clearance certificate has not been submitted, the bidder shall be requested in writing to submit a valid original tax clearance certificate by a specific date and at a specific venue.

NB. Failure to submit a valid original tax clearance certificate in terms of the afore-stated written request shall result in the rejection of the bid.

The bidder **must affix a valid original Tax Clearance Certificate or copy thereof** to the **last page** of the bid document.

In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

NB:

If the bid does not meet the requirements contained in the LLM Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the LLM and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

8. Adjudication using a Points System

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and Specific Goals. Failure on the part of a bidder to fill in and/or to sign this form and submit a CSD registration report together with the bid, will be interpreted to mean that preference points for Specific Goals are not claimed.

For bids with a bid amount equal to or below R 50 000 000.00 (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for Specific Goals. For bids with a bid amount above R 50 000 000.00 (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for Specific Goals.

The LLM shall award the Contract to the Bidder obtaining the highest number of points for Price and Specific Goals calculated in accordance with the Preferential Procurement Regulations, 2022, unless there are grounds that justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Procurement Policy Framework Act, Act No. 5 of 2000.

9. Remedies

The LLM must act in terms of paragraph 20 of the Preferential Procurement Policy Regulations, 2022, against the bidder or person awarded the contract upon detecting that the bidder submitted false information regarding specific goals or any of the conditions of the contract have not been fulfilled.

MBD 6.1

Form 2.3.4 Preference Points Claim Form In Terms Of The Preferential Procurement Regulations, 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state
(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	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:

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s** = Points scored for price of tender under consideration
P_t = 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.)

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality: Enterprise registered within the Republic of South Africa (to be verified on CSD)	Gauteng (PROVINCE)	2	
	Sedibeng (DISTRICT)	3	
Youth: Enterprise has at least 1 Director aged 35 or under (to be verified on CSD)		3	
Black: Enterprise has at least 1 Director who is Black (to be verified on CSD)		5	
Woman: Enterprise has at least 1 Director who is female (to be verified on CSD)		5	
Disability: Attach letter from registered and authorized medical professional confirming disability.		2	
TOTAL		20	



DECLARATION WITH REGARD TO COMPANY/FIRM

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

...

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

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:

.....

.....

.....

.....



Form 2.3.5 General Information:

1. Details of Bidding Entity

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED?

(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?

(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

(Tick applicable box)

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA

FOR THE GOODS/SERVICES/WORKS OFFERED?

(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

(IF YES, ENCLOSE PROOF)

2. Legal entity: Mark with an X.

Sole proprietor	<input type="checkbox"/>
-----------------	--------------------------

Partnership	
Close corporation	
Company	
Joint venture / Consortium	
Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture / Consortium, provide details on joint venture/ consortium partners:

Joint venture /Consortium member	Type of entity (as defined above)

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

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

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



- 7. Details of proprietor, partners, Close Corporation members, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).
- 8. For joint ventures / consortiums, the following must be attached:
 - Written authority **of each JV / consortium partner**, for authorized signatory.
 - The joint venture / consortium agreement.
- 9. For Trusts the following must be attached
 - a. Certified copy of the trust deed;
 - b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No. 57 of 1988;
 - c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust.

SIGNATURE OF AUTHORIZED PERSON :

DATE :



DETAILS OF PROPRIETOR, PARTNERS, CLOSE CORPORATION MEMBERS, COMPANY DIRECTORS, TRUSTEES
(In the event of a joint venture / consortium, to be completed by all of the above of the joint venture / consortium partners)

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

NAME OF BIDDING ENTITY



EQUITY OWNERSHIP – (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership. In the case of a Joint Venture, Consortium or Partnership complete an “Equity ownership” for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizenship	Gender Male / Female	Race	HDI Status (Y/N)	%Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	

PLEASE NOTE

KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBER

OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OHS LESEDI LOCAL MUNICIPALITY BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file in terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No. 37305 and Regulation Gazette No. 10113 of 7 February 2014.



PLEASE REMEMBER:

- (1) IN THE CASE OF A JOINT VENTURE / CONSORTIUM, THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY/IES THEREOF, OF EACH ENTITY CONSTITUTING THE JOINT VENTURE / CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT;



TENDER NO: 10/2025



LESEDI LOCAL MUNICIPALITY

TENDER NO. 10/2025

**REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS
ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.**

PART C1: AGREEMENT AND CONTRACT DATA



TENDER NO: 10/2025

LESEDI LOCAL MUNICIPALITY

CONTRACT No.: 10/2025

FOR

REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.

PART C1: AGREEMENT AND CONTRACT DATA

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C1.1 Form of Offer and Acceptance

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

OFFER

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

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

R _____ (in figures),

_____ rand (in words);

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder 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 BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____
(Name and address of organisation)

Name and signature of Witness _____

Date _____



ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement, between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

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

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

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (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.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder 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 LLM:

Signature(s)

Name(s)

Capacity

LESEDI LOCAL MUNICIPALITY
(Name and address of organisation)

Name and signature of witness _____

Date _____

C1.2 Contract Data

CONDITIONS OF CONTRACT

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

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel. No. (011) 805-5947/48/53 or requested on the email address civilinfo@saice.gov.za and website www.saice.gov.za.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause	
1.1.1.13	The Defects Liability Period is 365 days (<i>measured from the date of the Certificate of Completion</i>).
1.1.1.14	The time for achieving Practical Completion is 10 months (<i>measured from the Commencement Date</i>).
1.1.1.15	The Employer is LESEDI LOCAL MUNICIPALITY, represented by any Employee duly authorised thereto in writing.
1.1.1.16	The Employer's Agent is EPITOME CONSULTING(PTY) LTD, represented by any Employee duly authorised thereto in writing.
1.1.1.26	The Pricing Strategy is: Re-measurement Contract.
1.2.1.2	The Employer's address for receipt of communications is: LESEDI LOCAL MUNICIPALITY P.O. BOX 201 HEIDELBERG 1438.
3.2.3	The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: <ul style="list-style-type: none"> 1. Clause 5.12: Extension of Time for Practical Completion 2. Clause 6.3: Variations 3. Clause 6.6.3: Expenditure of Contingency Allowance 4. Clause 10.1.5 The Employer's Agent shall rule on any claim lodged by the Contractor, but the final approval shall be upon written approval from Lesedi Local Municipality in accordance with the standard documentation of processing claims.
5.3.1	The documentation required before commencement with Works execution are: <ul style="list-style-type: none"> Health and Safety Plan (Refer to Clause 4.3) Initial Programme of Works (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.

Clause	
5.8.1	<p>The non-working days are Sundays. The special non-working days are:</p> <ol style="list-style-type: none"> 1. Public holidays and voting days if published prior to the bid closing date. 2. The year-end break commencing and ending on dates as specified by SAFCEC.
5.12.2.2	<p><i>ABNORMAL CLIMATIC CONDITIONS:</i></p> <p><i>EXTENSION OF TIME FOR PRACTICAL COMPLETION</i> As the work to be performed will be done over short periods of time, no extension of time will be given for abnormal weather. Special situations with special influence will have to be motivated to the Employer's Agent for consideration.</p>
5.12.2.4	<p><i>DELETE AND REPLACE WITH:</i> "Any disruption of labour on site which is entirely beyond the Contractor's control".</p>
5.12.3	<p><i>DELETE AND REPLACE WITH:</i> "If an extension of time is granted and for which compensation is payable in terms of the Contract, the Contractor shall be paid in accordance with the rates tendered for the extension of time at the closing of bids and in terms of the Contract."</p>
5.13.1	<p>The penalty for failing to complete the Works within the abovementioned time limit, plus approved extensions of time or condonation thereof is R 5 000.00 per calendar day.</p>
5.16.3	<p>The latent defect period is ten (10) years for civil engineering works.</p>
6.8.2	<p>Contract Price Adjustment: The contract shall be not subject to CPA Contract Price Adjustment.</p>
6.8.3	<p>Price adjustments for variations in the cost of special materials are not allowed.</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Work is 80%.</p>
6.10.3	<p>The limit of retention money is 10% of the Contract Sum.</p>
8.6.1.1.2	<p>The value of Plant and materials supplied by the Employer to be included in the insurance sum is R Nil.</p>
8.6.1.1.3	<p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R Nil.</p>
8.6.1.3	<p>The limit of indemnity for liability insurance is R 10 000 000 for any single claim, the number of claims to be unlimited during construction and Defects Liability Period.</p>



PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause

1.1.1.9 The Contractor is

1.2.1.2 The Contractor's address for receipt of communications is:

Physical address:

Postal address:

.....

.....

.....

.....

.....

.....

.....

.....

Telephone:

Fax:

E-mail:

Clause

1.2.1 The security to be provided by the Contractor shall be:

Performance guarantee of 10% of the Contract Sum.

6.5.1.2.3 The percentage allowance to cover overhead charges is%.

6.8.3 The variation in cost of special materials is the calculation of the price differences during the specific periods and escalating the prices on the basis of their respective indices.

VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT ARE:

Clause

1.1.1.5 The contract shall come into effect when the employer issues a letter to the contractor stating that his bid has been accepted / the contract has been awarded to the contractor or upon receipt of the signed contract document by the contractor from the employer.

5.3.3 The Contractor shall not commence with the Works until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof.

5.14.1 Practical Completion

Should the Employer's Agent not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day.

5.14.2 Issue of Certificate of Practical Completion

The Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent.

5.14.4 Certificate of Completion

Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent.

6.10.4 Payment and Related Matters

In the third sentence replace "28" with "30".

THE ADDITIONAL CONDITIONS OF CONTRACT ARE:**Clause****C3.1.7.1 Payment for the Labour-Intensive Component of the Works:**

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in derelict.

C3.1.7.2 Applicable Labour Law

The Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment act of 1997 by the Minister of Labour in Government Notice NR347 of 4 May 2012, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. An EPWP contract shall be signed between the contractor and the EPWP participant using the template appended. The contracts shall expire on earlier of (i) 31 March, (ii) at the end of the project; or (iii) completion of the works allocated.

C3.1.7.3 Introduction

This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

In this document –

- (a) “*department*” means any department of the State, implementing agent or contractor;
- (b) “*employer*” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “*worker*” means any person working in an elementary occupation on a EPWP;
- (d) “*elementary occupation*” means any occupation involving unskilled or semi- skilled work;
- (e) “*management*” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “*task*” means a fixed quantity of work;
- (g) “*task-based work*” means work in which a worker is paid a fixed rate for performing a task;
- (h) “*task-rated worker*” means a worker paid on the basis of the number of tasks completed;
- (i) “*time-rated worker*” means a worker paid on the basis of the length of time worked.

C3.1.7.4 Terms of Work

- (a) Workers on an EPWP are employed on a temporary basis or contract basis.

C3.1.7.5 Normal Hours of Work

- (a) An employer may not set tasks or hours of work that require a worker to work–
 - a. more than forty hours in any week
 - b. on more than five days in any week; and
 - c. for more than eight hours on any day.
- (b) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

C3.1.7.6 Meal Breaks

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- (d) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

C3.1.7.7 Special Conditions for Security Guards

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

C3.1.7.8 Daily Rest Period

- (a) Every worker is entitled to a daily rest period of at least twelve consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

C3.1.7.9 Weekly Rest Period

- (a) Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

C3.1.7.10 Sick Leave

- (b) Only workers who work for more than 24 hours have the right to claim sick pay in terms of this clause
- (c) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (d) A worker may accumulate a maximum of twelve days' sick leave in a year
- (e) Accumulated sick leave may not be transferred from one contract to another contract.
- (f) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (g) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (h) An employer must pay a worker sick pay on the worker's usual payday.
- (i) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - (j) absent from work for more than two consecutive days: or
 - (k) absent from work on more than two occasions in any eight-week period.
- (l) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
- (m) A worker is not entitled to paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

C3.1.7.11 Maternity Leave

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
- (f) four weeks before the expected date of birth; or
- (g) on an earlier date –
 - a. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - b. if agreed to between employer and worker; or
 - c. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (h) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

C3.1.7.12 Family responsibility leave

Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
 - the employee's spouse or life partner; or
 - the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

C3.1.7.13 Statement of Conditions

An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.
- (f) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (g) An employer must supply each worker with a copy of these conditions of employment.

C3.1.7.14 Keeping Records

Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) certified ID copies of all locally employed labour
- (c) signed Contracts between the employer and the EPWP Participants
- (d) Attendance Registers for the EPWP Participants
- (e) Monthly Reporting Template as per EPWP requirements
- (f) in the case of a task-rated worker, the number of tasks completed by the worker;
- (g) in the case of a time-rated worker, the time worked by the worker;
- (h) proof of payments made to each worker.

The employer must keep this record for a period of at least three years after the completion of the EPWP.

C3.1.7.15 Payment

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A worker may not be paid less than the minimum EPWP wage rate of R 220,64 per day or per task. This will be adjusted annually on the 1st of November in-line with Ministerial determination.
- (c) A task-rated worker will only be paid for tasks that have been completed.
- (d) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- (e) A time-rated worker will be paid at the end of each month.
- (f) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (g) Payment in cash or by cheque must take place –
 - a. at the workplace or at a place agreed to by the worker;
 - b. during the worker's working hours or within fifteen minutes of the start or finish of work;
 - c. in a sealed envelope which becomes the property of the worker.
- (h) An employer must give a worker the following information in writing –
 - a. the period for which payment is made;
 - b. the numbers of tasks completed or hours worked;
 - c. the worker's earnings;
 - d. any money deducted from the payment;
 - e. the actual amount paid to the worker.
- (i) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (j) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

C3.1.7.16 Deductions

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
 - a. repay any payment except an overpayment previously made by the employer by mistake;
 - b. state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - c. pay the employer or any other person for having been employed.

C3.1.7.17 Health and Safety

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must –
 - a. work in a way that does not endanger his/her health and safety or that of any other person;
 - b. obey any health and safety instruction;
 - c. obey all health and safety rules of the EPWP;
 - d. use any personal protective equipment or clothing issued by the employer;
 - e. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

C3.1.7.18 Compensation for Injuries and Diseases

- (a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

C3.1.7.19 Termination

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

C3.1.7.20 Certificate of Service

On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the EPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP;
- (g) any other information agreed on by the employer and worker.

C3.1.7.21 Contractor's default in payment to Labourers and Employees

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

C3.1.7.22 Provision of Hand-tools

- (a) The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions.

C3.1.7.23 Reporting

The Contractor shall submit monthly returns/reports as specified below:

- (a) Signed Master rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Certified ID copies of all locally employed labour
- (c) Signed Contracts between the employer and the EPWP Participants
- (d) Attendance Registers for the EPWP Participants
- (e) Monthly Reporting Template as per EPWP requirements



(f) Plant utilization returns

C1.3 Form of Guarantee

PRO FORMA

CONTRACT No.: 10/2025

WHEREAS LESEDI LOCAL MUNICIPALITY (hereinafter referred to as "the Employer") entered into, a Contract with

_____ (hereinafter called "the

Contractor") on the _____ day of _____ 20__ for the construction of

_____ 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 _____ 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 Debtors to the Employer under renunciation of the benefits of division and execution 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 extensions 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 our 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 the 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.
4. 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 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 _____ (R_____)

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.

We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20__



As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of _____

Address _____



C1.4 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 **LESEDI LOCAL MUNICIPALITY** (hereinafter called "the **Employer**") of the one part, herein represented by

in his capacity as _____

and

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

_____ in his capacity as _____

WHEREAS the Employer is desirous that certain works be constructed, **REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.** and has accepted a Bid 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 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 9.1, 9.2 or 9.3 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 8.4 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.



- 6 ***The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.***
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
 - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

SIGNED FOR AND ON BEHALF OF THE LLM:

WITNESS

NAME
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS

NAME
(IN CAPITALS)



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

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

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 No. 85 of 1993) on behalf of _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

WITNESS

NAME
(IN CAPITALS)



TENDER NO: 10/2025



LESEDI LOCAL MUNICIPALITY

TENDER NO. 10/2025

**REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS
ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.**

PART C2: PRICING DATA



**LESEDI LOCAL MUNICIPALITY
CONTRACT No.: 10/2025**

FOR

REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.

PART C2 PRICING DATA

Payment for the Labour-Intensive Component of the Works:

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

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in derelict.

Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. Lesedi Local Municipality may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements



TENDER NO: 10/2025

**LESEDI LOCAL MUNICIPALITY
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FOR

**REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN
REQUIRED BASIS IN LESEDI.**

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C2.1 Pricing Instructions

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

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the 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 Bill.

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

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities ¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 A price or rate MUST be entered against each item in the Schedule of Quantities, whether the quantities are stated or not.

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

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

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

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

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

9 Payment for the Labour-Intensive Component of the Works:

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

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in derelict.

10 Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. Lesedi Local Municipality may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees.

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

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units.

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

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)



% = per cent
MN = meganewton
MN-m = meganewton-metre
PC Sum = Prime Cost Sum
Prov Sum = Provisional Sum



NB: PLEASE NOTE:

A. BID PRICES ARE TO BE FIRM.

B. IF THE BID PRICE(S) IS/ARE NOT FIRM THEN:

NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES AS FOLLOWS:

1.

PERIOD ONE (01)

- **BID PRICE(S) MUST BE FIXED FOR THE 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID**

PERIOD TWO (02)

- **BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01)**

PERIOD THREE (03)

- (i) **BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD TWO (02)**

OR

2.

(ii) *IN TERMS OF THE FOLLOWING FORMULA:*

$$P_a = (1 - V)P_t \left(D_1 \frac{R_{1t}}{R_{1o}} + D_2 \frac{R_{2t}}{R_{2o}} + D_3 \frac{R_{3t}}{R_{3o}} + D_4 \frac{R_{4t}}{R_{4o}} \right) + VP_t$$

Where:

P_a	=	The new escalated price to be calculated.
$(1-V)P_t$	=	85% of the original bid price. Note that P_t must always be the original bid price and not an escalated price.
$D_1, D_2..$	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors $D_1, D_2...$ etc. must add up to 100%.
$R_{1t}, R_{2t}.....$	=	Index figure obtained from new index (depends on the number of factors used).
R_{1o}, R_{2o}	=	Index figure at time of bidding.
VP_t	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

(iii) The following index/indices must be used to calculate your bid price:

Index..... Dated.....Index..... Dated.....Index.....Dated.....

Index..... Dated.....Index..... Dated.....Index.....Dated.....

(iv) FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.



g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

WHERE PRICES ARE SUBJECT TO RATE OF EXCHANGE VARIATIONS

- (v) Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	OF ITEM No.	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

- (vi) Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

OR

3. Any other formula/index specified

QUOTED PRICE:



If any portion of the bid contains imported goods, that portion must be indicated (%) and based on a rate of exchange of, for evaluation purposes.

Bidders must note that the final rate of exchange will be the rate applicable on date of order.

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date



C2.2 Bill of Quantities

SUMMARY OF BILL OF QUANTITIES

CALCULATION OF BID SUM

Failure to provide rates / sums for ALL items in the Bill of Quantities will result in disqualification of bid

An EXCEL version of the Bill of Quantities has been provided.

Please take note of the Instruction below.

Where the Provisional Sum has been provided in the YELLOW Cell, DO NOT OVERWRITE the RATES.



TENDER NO: 10/2025



LESEDI LOCAL MUNICIPALITY

TENDER NO. 10/2025

**REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS
ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.**

PART C3: SCOPE OF WORK



**LESEDI LOCAL MUNICIPALITY
CONTRACT No.: 10/2025**

FOR

REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.

PART C3: SCOPE OF WORK

PART 1: DESCRIPTION OF THE WORKS

PS1 DESCRIPTION OF WORKS

PS1-1 General

Lesedi Local Municipality is in the process of upgrading the living standards of the community of Heidelberg, Ratanda, Jameson Park and Devon by providing, among other services, improved roads infrastructure by rehabilitating a total of 19km road sections, across 32 roads, and the stormwater drainage on selected roads.

PS1-2 Scope of contract

The scope of work for this project, is the rehabilitation of the following streets:

Street Name	Location
Apsey Street	Heidelberg Industrial
Roshini	Shalimar
Loveday	Rensberg
J.G Strydom	Rensberg
Bindon	Rensberg
Vygie	Bergsig
Bailey	Jameson Park
Disa	Jameson Park
Heidelberg	Ratanda
Lehoko	Ratanda
Motsile	Ratanda
Makhale	Ratanda
Dinizulu	Ratanda
Blesbok	Ratanda
Ramothibe	Ratanda
Mohalane	Ratanda
Nkitsing	Ratanda
Somanza	Ratanda
Sigasa	Ratanda
Khuthala	Ratanda
Phola	Devon
Road 1	Devon
Ikhwezi	Devon
Tshirela	Devon
Mpumelelo	Devon
Jikeleza	Devon
Mathibe	Devon
Lesedi	Devon
Dube	Devon
Vuyani	Devon
Lerotle	Devon
Vezi	Devon

The total length of the road sections to be rehabilitated is 19km and the work will also cover two intersections, namely:

- Roshini Street and Sundesh Street intersection
- Loveday Street and Roets Street intersection

In addition, it is imperative that the stormwater challenges which have been identified as the root cause of the majority of the defects be addressed as a matter of priority in order to limit future recurrence of the similar challenges.

PS2 DESCRIPTION OF SITE AND ACCESS

The project is situated within the Lesedi Local Municipality and spreads across for towns, namely:

- Heidelberg

- *Ratanda*
- *Devon*
- *Jameson Park*

PS3 CHARACTER OF STRATA AND MATERIALS ON SITE

PS4 PROGRAM

PS4-1 Preliminary Program to be submitted with tender

The Contractor's preliminary program shall be in a bar chart form and shall form part of the documentation to be submitted with the program (refer to Part T2 – Returnable documents – Preliminary Program).

In addition to the requirements of Sub clause 12(3) of the General Conditions of Contract, the Contractor's program shall show:

- a) the various activities, related to a time scale, for each element of the works, in sufficient detail to be able to assess construction progress;
- b) critical path activities and their dependencies,
- c) key dates in respect of work to be carried out by others;
- d) key dates in respect of information to be provided by the Engineer and/or others, and
- e) his anticipated monthly expenditure.

Within 14 days after the receipt of the letter of acceptance, the contractor shall submit to the Engineer a realistic program for the execution of the work.

PS4-2 General allowance

When drawing up his program, the Contractor shall, take into consideration and make allowance for, inter alia:

- a) expected weather conditions and their effects;
- b) known physical conditions or artificial obstruction;
- c) searching for, dealing with and carrying out alterations to the existing services;
- d) the accommodation and safeguarding of public access and traffic;
- e) the design, testing and approval of the concrete mixes;
- f) the restrictions on the length of trench open at any one time as specified in PSDB5-3.
- g) the approval and testing of pipelines;
- h) see page of water into the excavations;

PS4-3 Required sequence of construction and interim dates

The work shall be carried out in an approved and logical sequence and in such a manner that each section of the work at the end of a phase can be considered practically complete.

PS4-4 Review of progress

The Contractor shall review his progress each month and should progress lag behind the latest accepted program, by more than 2 weeks, he shall submit a revised program and method statement of how he proposes to make up the lost time. If, in the opinion of the Engineer, such revised program will not make up the lost time, the Engineer shall have the right to request the Contractor to reorganize his work in a manner which will ensure an acceptable program. Claims for additional payment to meet any costs incurred due to such reorganization will not be accepted.

PS4-5 Penalties

The penalty, as stated in the Contract Data Completed by the Employer for the late completion of the Works, will be applied as specified in Clause 43 of the General Conditions of Contract.

PS5 SITE FACILITIES AVAILABLE

PS5-1 Water supply and power

Water and power will be supplied within the vicinity of the construction site

PS5-2 Camps and depot

The Contractor is solely responsible for the location and maintenance of a camp site.

The Contractor may erect his offices and storage depot within the boundaries of the area indicated by the Engineer and Lesedi Local Municipality.

The Contractor shall enclose the whole campsite area with an adequate security fence to ensure that unauthorized persons cannot enter. The Contractor shall remove the fencing on completion of the Contract.

No housing is available and the Contractor shall make his own arrangements to house his employees and transport them to and from the Site. All arrangements for housing workmen shall be made in accordance with and subject to applicable regulations and requirements.

PS5-4 Disposal sites and borrow pit

The Contractor shall be responsible for locating suitable disposal sites for the disposal of unsuitable or surplus material and borrow pits for the location of suitable material in consultation with and to the satisfaction of the Lesedi Local Municipality and the Engineer.

The Contractor shall obtain the prior approval of the Engineer for any disposal site or borrow pit he proposes to use.

In accordance with PSA8-12 no haulage of any material to the disposal site or borrow pit will be measured for payment since all such sites will be assumed to be within a 15 km radius of the center of the relevant towns.

PS6 SITE FACILITIES REQUIRED

PS6-1 Facilities for the Engineer

The Contractor shall provide on Site for the use of the Engineer, maintain and service, as applicable, the following facilities as specified in SABS 1200 AB and PSAB:

- a) Two name boards,
- b) one airconditioned, furnished office with conference facilities,
- c) latrine and ablution facilities,
- d) carport for two vehicles,
- e) cell phone, telephone, or radio link and fax machine,
- f) photocopy machine
- g) survey equipment
- h) two survey assistants
- i) site instruction book,
- j) protective clothing
- k) safety equipment, and
- l) medical facilities.

Unless specified otherwise, on completion of the Works these facilities shall revert to the Contractor who shall remove them from the site.

The term "use of the Engineer" will be deemed to include, as appropriate, use by the Engineer's staff and the Engineer's Representative and his staff.

PS6-2 Other facilities required

The Contractor shall make medical facilities and safety equipment available in accordance with PSA4-1.

- a) Storage of perishable products:

Cement and other perishable products shall be stored under cover on a wooden floor, which does not rest on natural ground.

PS7 FEATURES REQUIRING SPECIAL ATTENTION

PS7-1 Existing services (Subclause 5.1.2 of SABS 1200 D)

PS7-1.1 General

A number of services, consisting mainly of fences, drainage, water and sewer pipelines varying in diameter of 75 mm to 400 mm, Telkom cables, LT and HT electric power cables and overhead lines will be encountered en route. Every endeavor has been made to indicate the location and depth of the affected services on the drawings.

No guarantee can be given that all services are indicated or that they are shown in the exact correct location. The Contractor shall contact each property owner before his property is crossed to ascertain the location of the services that may be affected. Once located, the exact location, level and nature of the service shall be given to the Engineer's Representative in writing. See also PSA 5-4.1.

The Contractor shall take special care when excavating the trench, when the trench is open, and when carrying out any work under the Contract, not to damage any existing water mains, sewers, cables or other underground services or to disturb the stability of any poles or towers supporting power line, telegraph and telephone wires, etc. The Contractor shall comply with all the requirements of registered servitude holders whenever and wherever his construction is proceeding within their servitude areas. The Contractor will be held solely responsible for the protection of all services and for any claims for damages arising there from.

PS7-1.2 Overhead power lines

When working in the vicinity of power lines, great care shall be exercised, failing which the use of cranes or mechanical excavations may be restricted or prohibited and excavation by hand may be required. The additional cost of such hand excavation shall be at the Contractor's expense.

The pipeline crosses the servitude of a number of power lines belonging to Eskom.

The Contractor shall advise the appropriate official of Eskom of when he intends commencing work in the vicinity of overhead power lines, so that safety clearances and the required provisions of safeguarding of stay wires can be decided.

PS7-1-3 Telkom and high tension power cables

Before any excavation is carried out within 10 m of the approximate position of an underground Telkom or HT cable the Contractor shall notify the owner of the cable and the Engineer in writing that the crossing is to be made and ascertain and comply with any conditions that have been imposed for the crossing. No excavation shall be carried out within 10 m of the cable until the cable has been exposed and protected by the owner or by the Contractor with the prior written approval of the owner.

PS7-1.4 Overhead telephone lines

When working in the vicinity of telephone lines great care shall be exercised, failing which the use of cranes or mechanical excavators may be restricted or prohibited and excavation by hand may be required. The additional cost of such hand excavation shall be at the Contractor's expense.

PS7-2 Fences

Where, in the opinion of the Engineer, it is necessary to remove existing fences or portion of fences and gates, the Contractor shall dismantle and stack the various components of the fence at a safe place for later re-erection. No gate, fence or portion of fence shall be removed without the prior written approval of the Engineer. Where the Contractor wishes the fence line to be open for more than one month, he shall erect a temporary fence across the opening at his own expense. On completion of the Contractor's operations in an area, the existing fence line shall be either replaced with new fencing to the identical type or reinstated to at least the standard of the original fence by using the materials which were dismantled and stacked from the existing fence and using new materials to make up any shortfall, all as ordered by and to the approval of the Engineer.

The Contractor is strongly advised to make sketches and where applicable, take photographs of existing fences before they are removed so as to avoid, as far as possible, arguments that may arise between himself and the property owner as to the quality of the re-erected fences.

PS7-3 Normal working hours

If the Contractor is given permission, in terms of Sub clause 38 (1) of the general Conditions of Contract, to work outside the working hours stipulated in Clause 38, he shall arrange with the Engineer, in good time, for watching and supervision of the Work, he shall be responsible for paying the additional costs of watching and supervising incurred by the Engineer and he shall provide adequate lighting for the contraction area and access (es) as necessary.

PS7-4 Road crossings and working within road reserves, etc.

PS7-4.1 Safety

The Contractor shall direct, control, facilitate and safeguard all traffic during construction of the Works, provide all notices, and arrange for watching and lighting in accordance with the requirements of the relevant authorities. (See PSA 5-3)

PS7-4.2 Crossing major roads

At the major road crossings the trenches for the water pipes shall be backfilled with non-cohesive soils as specified in Subclause 5.7.2 of SABS 1200 DB for the full road reserve width. Under the existing or future road surface and shoulder portion of the crossings, the backfilling with non-cohesive soils shall also be cement-stabilized.

Where the pipelines run parallel to the road and are located below the sidewalks, the trenches shall be backfilled in accordance with Subclause 5.9.3 and 5.9.4 of SABS 1200 DB as applicable.

PS7-5 Work in restricted areas

No additional payments will be made for work in restricted areas or for any problems that arise from restricted access to trenches or restricted stockpile areas for excavated material.

There will also be no additional payments made in cases where the Contractor cannot make use of blasting for excavation as a result of the proximity of structures (see PSDB5-6).

PS7-6 Continuance of operation of existing services

The existing services in the area include fences, walls, water pipes with erf connections and water meters, toilet structures with buckets, surfaced and gravel roads, overhead and underground telecommunication cables and overhead and underground power cables.

All existing services shall be maintained in operation, unless prior arrangements have been made with the relevant authority and written permission for an interruption of the service has been granted and adequate notice has been given to the affected residents.

The Contractor shall take precautions to protect all existing services against damage. For this reason it is necessary that the Contractor shall comply with the requirements set out in PSA5-4.

PS7-7 Sanitary conditions

Unhygienic habits and other behavior that may cause contamination of any part of the Works or the surrounding areas are strictly prohibited. The Contractor shall ensure that sanitary conditions prevail throughout the Site and that all his workmen are aware of, and comply with, this rule.

PS7-8-1 Management of stormwater

The Contractor shall be fully responsible to make provision for the management of stormwater from high lying areas adjacent to the works. Special care must be taken for the control of storm water run-off in existing storm water canals and culverts.

PS7-8-2 Finishing and tidying

The general neatness and tidiness of the residential areas along the routes of the water pipelines are of particular concern.

The Contractor shall on a day-to-day basis keep the area of the Works in a condition acceptable to the Engineer.

Progressive and systematic finishing and tidying will form an essential part of this Contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Engineer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(as) concerned.

On instruction of the Engineer, pre-cleaning of some of the street reserves will be needed and paid separately for before commencing of the Works.

PS 7-9 LABOUR-INTENSIVE CONSTRUCTION

PS 7-9.1 General

The portions of the Works as are listed in sub clause PS 7-10.2 below shall, unless otherwise instructed by the Engineer, be constructed in terms of this Contract utilising labour-intensive construction methods only, in accordance with the further provisions of Part 2

In respect of those portions of the Works which are not listed in sub clause PS 7-10.2, the construction methods adopted and plant utilised shall be at the discretion of the Contractor, provided always that the construction methods adopted and plant utilised by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

PS 7-9.2 Portions of the Works to be constructed by labour-intensive construction methods

The following portions of the Works shall be executed utilising labour-intensive construction methods:

- Painting of road markings (non reflectorised);
- The backfilling of trench excavations excluding areas subjected to traffic;
- Stone pitching, rubble concrete masonry and grassing;
- Fixing of steel;
- All clearing and grubbing on the site;
- The excavation of all pipe and culvert trenches not exceeding 1,5 metres in depth in hand excavate able material, if the total depth of the trench consists of hand excavatable material;
- The backfilling and compaction of all pipe and culvert trenches irrespective of depth but excluding areas subjected to traffic;
- The laying and compaction of bedding for all pipe work;
- The excavation, forming, trimming and compaction of drains, berms, channels, and the like in hand excavate able material;
- Low-volume roads and sidewalks;
- Excavation all mass earth works;
- The loading, transporting and placing all materials;
- The spreading and all processing of material for constructing layers and sidewalks;
- The loading of a concrete mixer, transporting, placing and finishing of all concrete;
- The spreading of chemical stabilisation agents;
- Compacting the material for layer works;
- Application of prime and tack coats
- Application of the Cape Seal (chip and spray and slurry)
- The construction of all storm-water structures;
- The removal of all oversized materials;
- The shaping, trimming and finishing of all cut and fill slopes;
- Cleaning and tidying up of the site;
- Loading, offloading and haul as per limitations in Part B.

PS 7-9.3 Allowable mechanical plant and equipment

In accordance with the provisions of Part 2, the Contractor may utilise suitable and appropriate mechanical plant and equipment in the following particular operations comprised in such works:

- Mechanical vibration of concrete;
- Ripping the in-situ roadbed;
- Gutting/grading the layers to achieve levels;
- Rolling the slurry with pneumatic – tyre roller;
- The operation of borrow pits including loading of trucks;
- The haulage of materials;
- Mixing of the slurry;
- Mixing of concrete and grout in a concrete mixer, maximum capacity of 750/540 litres;

Provided always that where a maximum size, type or capacity of plant or equipment is indicated above, the plant and equipment utilised by the Contractor shall not exceed that specified for the particular operation without the prior consent of the Engineer. Where no maximum size or type of equipment is specified for an operation listed above, the size, capacity and type of mechanical plant or equipment utilised shall be at the discretion of the Contractor.

PS 7-9.4 Restrictions on the utilisation of personnel in the permanent employ of the Contractor

The Contractor shall limit the utilisation of his permanently employed personnel, on the Contract Works, to that of key personnel only and shall execute and complete the works utilising a temporary workforce employed directly by the Contractor and/or subcontractors/ emerging subcontractors.

PS 7-9.5 Labour-intensive competencies of supervisory and management staff

Established contractors shall only engage supervisory and management staff in labour intensive works that have either completed, or for the period 1 April 2022 to 30 June 2024, are registered for training towards, the skills program outlined in Table 1.

Emerging contractors shall have personally completed, or for the period 1 April 2022 to 30 June 2024 be registered on a skills program for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April 2022 to 30 June 2024 be registered on a skills program for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills program for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills program description
Team leader /	2	Apply Labour Intensive Construction Systems and	This unit standard must be

supervisor		Techniques to Work Activities	completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Program against this single unit standard
<p>Details of these skills programs may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za, Tel: 011-265 5900)</p>			

PS 7-9.6 Employment of unskilled and semi-skilled workers in labour-intensive works**PS 7-9.6.1 Requirements for the sourcing and engagement of labour**

Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

The rate of pay set for the EPWP is R 220.00 per day.

Tasks established by the contractor must be such that:

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

The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the above requirements.

The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

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

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

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

PS 7-9.6.2 Specific provisions pertaining to SANS 1914-5

Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

Variations to SANS 1914-5

The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

PS 7-9.6.3. Training of targeted labour

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

The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.

The contractor shall do nothing to dissuade targeted labour from participating in training programs and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training as described.

Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

PS7-9.6.4 Classification of Excavations

Hand excavatable material

a) granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is

required to penetrate 100mm;

Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers.

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

PS 7-9.7 LOCAL SUBCONTRACTORS / EMERGING SUBCONTRACTORS

- (a) It is a Project Specific Target that 30% of the value of the Contract shall be sublet to emerging subcontractors. See CT.23 for the implementation of this clause.
- (b) The Main Contractor is to provide contract security for the whole Contract.
- (c) The Main Contractor will be required to manage these subcontracts.

Payment for the management of these subcontracts must be included in the tendered rates.

Should it become apparent that the Subcontractor is not able to progress satisfactorily with the subcontract, the Contractor can submit a written request to the Engineer to complete the subcontract with his permanently employed non-key personnel or his own temporarily employed workforce at his tendered rates.

Circumstances, inter alia, which may also be considered to warrant such authorisation by the Engineer includes:

- (i) non-receipt of valid tenders from small subcontractors
- (ii) default or failure of appointed small subcontractors.

The onus shall rest fully on the Contractor to help the subcontractor on a monthly basis to prepare a certificate in accordance with the provisions of the subcontract, to certify it and to submit it to the Engineer for approval within seven days from the closing date of the month.

PS7-9.8 CONTRACTORS OBLIGATIONS

The Contractor is to supply the Engineer with copies of the agreements between himself/herself and his/her subcontractors within twenty-one (21) days of the contract being awarded.

Should the Contractor be unable to or unwilling to:

- i) Subcontract the required Works as detailed in his/her tender document;
- ii) Submit the necessary documentation to prove that he/she is subcontracting the work as specified in paragraph PS7-10.7;
- iii) Implement his/her proposed training scheme or any other scheme agreed to by the relevant parties;

The Employer reserves the right to:

- a) nullify the said contract and re-issue it to another suitable tenderer;

- b) nominate available local subcontractors for the required Works;
- c) deduct payment from the monthly certificate, the value of which will be calculated as follows:

$$X = Y - Z$$

X = Amount of deduction from the monthly certificate

Y = Value of the work that should have been undertaken by the subcontractor during the month

Z = Value of the work actually undertaken by the subcontractor during the month.

- d) nominate agents to undertake the proposed training at the expense of the Contractor.

The Contractor will be liable for any additional costs incurred as a result of a), b), c), or d) above.

PS7-10 Fencing required for camps

The Contractor shall erect temporary fences where required for the execution of the Works, where shown on the drawings and in place of existing fences which have to be temporarily relocated. All fences shall be maintained during construction.

PS7-11 Protection of the environment

No fires may be lit except at places approved by the relevant authority. The Contractor shall ensure that the fire hazard on and near the Site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out. Burning of vegetation and trees cleared from the Site and/or any other material may only be done on site if permitted in writing by the relevant authority, and shall then be strictly controlled by a competent supervisor, shall be carried out strictly in accordance with any directions given and shall be carried out solely at the risk of the Contractor.

PS7-12 Connection to existing services

All connections to the existing water and sewerage pipelines shall be undertaken in a manner and at times to be approved by the Engineer. It is anticipated that this work may have to be done at night in order to minimize inconvenience to users. No claims for additional payment will be considered in this regard.

PS7-13 "As -built" drawings

As the work progresses, the Contractors shall keep full records of all amendments to and deviations from the drawings as issued to the Contractors at the start of the Contract. The true positions, invert levels and ground levels of all services shall be indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings from the Engineer, at no cost.

The Completion Certificate shall only be issued after the Engineer has received a properly completed set of “as-built” drawings from the Contractor. No separate payment shall be made for this service and all costs related thereto shall be deemed to be included in the tendered rates.

PS7-14 Work outside normal working hours

If the Contractor is given permission, in terms of Sub Clause 38 of the General Conditions of Contract, to work outside the working hours stipulated in Clause 38, he shall arrange with the Engineer, in good time, for watching and supervision of the Works, he shall be responsible for paying the additional costs of watching and supervising incurred by the Engineer and he shall provide adequate lighting for the construction area and accesses as necessary.

PS7-15 Lighting

Should the Contractor wish to work when the natural daylight is inadequate for the type of work to be undertaken, he shall, at his own expense, provide and maintain in good condition, adequate high powered flood lighting for portions of the work over which he is operating.

PS7-17 Occupational Health and Safety Specification

The contract requires the Contractor to excavate in public areas, in residential as well as business and industrial areas where pedestrians and vehicular traffic will be encountered. The Contractor shall protect the site of works from the public for the duration of the activities at the various sites. Before the Contractor leaves a site, the surface shall be reinstated to its original state before construction started.

The Contractor shall apply suitable proven methods for construction so that his activities will not constitute a hazard to the public or any adjacent property. All excavations shall be suitably safeguard and barricaded especially during night-time, weekends or holidays and any other day of inactivity by the Contractor.

The Contractor shall also ensure that excavations are shored or otherwise made safe. No additional payment will be made to the Contractor for complying with these requirements.

The excavations will be in developed areas. The Engineer submitted the drawings to various service authorities to mark their services on the drawings. The Contractor shall take care in excavation and assume that there may be services such as high voltage cables even though it is not marked on the drawings. The Contractor shall take note of the possibility of overhead services and plan accordingly.

The Contractor shall be responsible for the protections of person, animals, vehicles and property against injury or damage by reason of the Works and shall employ competent watchmen to guard the Works both day and night.

The Contractor shall provide, erect and maintain adequate warning signs, fences, barricades, guardrails, temporary bridges and such other protective measures as may be necessary from time to time to the approval and satisfaction of the Engineer.

Storm –water structures are constructed where sudden storm-water run-offs occur. The danger of storm-water and the slippery conditions created by water should be taken into consideration in the Contractor's Health and Safety Plan.

The Contractor's Occupational Health and Safety Plan must be approved by the Employer before any construction work may commence. In case of a variation order the Contractor shall do a risk assessment of the work involved in the VO and if necessary must adjust his Occupational Health and Safety Plan accordingly.

Refer to the Annexure 2 of the Tender Data for additional details of the Health and Safety Specifications.

PS8 COMMUNITY LIAISON AND COMMUNITY RELATIONS**PS8.1 General**

The construction site is situated in a built-up area and the Contractor shall ensure the least possible disruption of movement of the public during construction. The Contractor shall be responsible for liaison with the Community Liaison Officer (CLO) in respect of construction activities next to private properties and entrance to properties. No separate payment will be made in this regard.

PS8.2 Project Steering Committee (PSC)

A Project Steering Committee (PSC) will be established for the project. The functions and powers of the PSC will be as approved by the Lesedi Local Municipality.

In view of the Contract being executed in various Municipal Wards and to limit representation on the PSC, the PSC will consist of the local Ward Councillors and a total of three community representatives appointed by the Ward Councillors affected by the Works.

The Contractor will liaise with the CLO and Ward Councillors for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.

PS8.3 Community Liaison Officer (CLO)

A Community Liaison Officer (CLO) will be appointed by the Contractor only on instruction of the Employer. In the event of an appointment of a CLO, the contractor shall, however, accept the appointment as part of his management personnel.

The CLO's duties will be the following: -

- (a) The CLO will liaise with the PSC for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.
- (b) To be available on site daily between the hours of 07:15 and 10:30 and at other times as the need arises. His normal work day will extend from 07:15 in the morning until 16:45 in the afternoon inclusive of a thirty-minute lunch interval.
- (c) To determine, in consultation with the Contractor, the needs of the local labour for relevant technical training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.

- (d) To communicate with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to identify possible labour disputes and to assist in their resolution.
- (e) To attend all meetings in which the community and/or labour is present or is required to be represented. In particular he will attend the first part of the monthly Site Meeting to report on local community labour involvement.
- (f) To report to and liaise with the Project Steering Committee.
- (g) To inform local labour of their conditions of employment and to inform local labourers as early as possible when their period of employment will be terminated.
- (h) To ensure that all labourers who are involved in activities where tasks have been set are fully informed regarding the principle of task work.
- (i) To attend disciplinary proceedings to ensure that hearing are fair and reasonable.
- (j) To receive and attend to any complaints lodge by PSC and members of the community.
- (k) To keep a daily written record of his interviews and community liaison.
- (l) All such other duties as agreed upon between all parties concerned.
- (m) To prevent any interference with any matter that is in conflict with the relevant contract as approved by the Lesedi Local Municipality, that could have a direct influence on the technical specification or the conditions of contrast as set out in the relevant contract documents.
- (n) To ensure that no member of the PSC or any member of the community put any pressure on the consultant and/or the contractor involved to make any financial or other contribution to individuals or the community as a whole without the knowledge of the Lesedi Local Municipality.

(ii) Payment of the CLO and the PSC members

Remuneration of the CLO will be **R 6,000 per month**. A special item is incorporated in Section A: Preliminary and General of the Schedule of Quantities relating to payment of the CLO on a provisional sum basis.

The Contractor shall give to the CLO, at the earliest opportunity, written notice of the termination of the project, provided always that such notice shall not be less than one month.

PS9**TRAINING OF LOCAL LABOUR**

Certain members of the Contractor's staff will be selected from the locally recruited employees, to be subjected to training in tasks related to the execution of the contract. An item with a provisional sum to cover the cost of training is included in the Schedule of Quantities.

The PSC will select the trainees and decide upon the specific training for each of them. The Contractor must guide PSC in this regard and make all the necessary arrangements with the training institutions and the trainees, to ensure that the process runs smoothly. All other costs, including transport of trainees, will be borne by the Contractor and should be included in the percentage handling fee of the Contractor.

PS10 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Extension of time will not be considered for normal adverse weather conditions but only for abnormal rainfall or saturated conditions and will be, calculated in accordance with the following method:

- (a) The Contractor shall, in his program, allow for the expected number of working days on which work could be delayed - as given in the Schedule below.
- (b) Extension of time will be calculated for each calendar month or part thereof over the full period for the completion of the Work, plus any approved extension thereof, as follows:
 - (i) A delay caused by abnormal weather conditions will only be accepted for extension of time if, in the opinion of the Engineer, it delays an item or items which lie on the critical path determined by the Contractor's program. Only delays on working days will be considered.
 - (ii) An extension of time will be granted for the number of days, as approved, on which adverse weather conditions occur (rainfall in excess of 10mm/day), less the anticipated number of days given in the Schedule overleaf.
 - (iii) The net extension of time determined for each month, which may be negative, shall accumulate algebraically to determine the net number days for extension of time due to abnormal weather conditions, but a negative total at the end of the Completion Period will not be taken into account.
 - (iv) Where a portion of a month is involved, a pro rata number of days shall be calculated.

SCHEDULE

Anticipated number of working days on which work could be delayed as a result of adverse weather conditions.

Month	Days	Month	Days
January	3	July	0
February	3	August	0
March	3	September	0
April	1	October	2
May	1	November	3
June	0	December	3

PS.11 STANDING TIME

Should the Works be suspended in terms of Clause 39 of the General Conditions of Contract for Construction Works (1st Edition, 2004) or should standing time be incurred by the Contractor in terms of (but not limited to) the provisions of Clause 16(2), 32(3), 41, 42(33) or 46(4) of the GCC, then the Contractor may be entitled to claim in terms of Clause 51 of the GCC for:

- i) An extension of time;
- ii) Additional Preliminary and General allowance only.

PART A: STANDARD SPECIFICATIONS

The following relevant standardised specifications, as listed below, shall form the Standard Specifications and apply to this contract:

The **COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998**, prepared by the Committee of Land Transport Officials, which the tenderer shall obtain / purchase from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

This COLTO Standard Specification may also be inspected, by appointment, at the offices of the Employer and the Consulting Engineers during normal office hours.

STANDARD SPECIFICATIONS

Where reference is made to the standard specifications in this contract, it shall mean the **COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998**, prepared by the Committee of Land Transport Officials complete with any corrections and amendments applicable at the time of tendering. Amendments to the standard specifications are bound in the contract documents in Part B: Project Specifications.

PART B: PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS

Amendments to the standard specifications are included in this Part B: Project Specifications.

- (i) The project specifications form an integral part of the contract documents and supplement the standard specifications.
- (ii) In the event of any discrepancy between the project specifications and a part of the standard specifications, the schedule of quantities, or the drawings, the project specifications shall take precedence.
- (iii) The standard specifications, which form part of this contract, have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a

particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

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

SECTION 1100: DEFINITIONS AND TERMS

B 1115 GENERAL CONDITIONS OF CONTRACT

Replace Clause 1115 with the following:

The 2004 edition of the General Conditions of Contract for Construction Works published by the South African Institute of Civil Engineering, together with the Special Conditions of Contract form part of the contract.

All references in the COLTO Standard Specifications for Road and Bridge Works are to the COLTO General Conditions of Contract for Road and Bridge Works for State Road Authorities. Consequently, all references in the COLTO Standard Specifications have to be amended accordingly to reflect the appropriate General Conditions of Contract relevant for the Contract. The COLTO Standard Specifications have been scrutinized and the clauses, which refer to the COLTO General Conditions of Contract, identified. Each COLTO clause reference is tabulated in Table 1115/1 below (context of reference is also given) together with the relevant equivalent clause in the SAICE General Conditions of Contract for Construction Works applicable for this contract.

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

TABLE 1115/1: REFERENCES IN COLTO STANDARD SPECIFICATIONS TO THE COLTO GENERAL CONDITIONS OF CONTRACT AND RELEVANT SAICE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS 2004

COLTO Standard Specification		COLTO General Conditions of Contract 1998 (GCC)		SAICE General Conditions of Contract for Construction Works 1 st edition 2004	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
1115	1100-2		Definition of GCC		Definition of SAICE
1204	1200-2	15	Construction programme	12	Programme of the Works
1204	1200-2		General reference to GCC		Applicable to SAICE
1206	1200-3	14	Setting out of works		Omitted
1209(a)	1200-4		General references to GCC		Applicable to SAICE
1209(e)	1200-5	52(2)	Valuation of material brought onto site	49.2	Valuation of material brought onto site
1210	1200-5	54	Certificate of practical completion	51	Certificate of Practical Completion
1212(1)	1200-7	49 (2)	CPA on alternative designs	46.2	CPA on alternative designs
1215	1200-9	45	Extension of time for completion due to abnormal rainfall.	42	Extension of time for completion due to abnormal rainfall.
1217	1200-10	35	Care of the works	32	Care of the works
1303(ii)	1300-1		General reference to GCC		Applicable to SAICE
1303(iii)	1300-1	49	Price adjustment Item 13.01 (a)	46	Price adjustment Item 13.01 (a)
1303 (iii)	1300-2	49	Price adjustment Item 13.01 (b)	46	Price adjustment Item 13.01 (b)
1303 (iii)	1300-1	53	Variations exceeding 20%	50	Variations exceeding 15%
1303 (iii)	1300-2	53	Variations exceeding 20%		Variations exceeding 15%
1303	1300-2	12	Payment Item 13.01 (c)	10	Commencement of the Works
1303	1300-2	45	Payment Item 13.01 (c)	42	Payment Item 13.01 (c)
1403(c) (ii)	1400-4	40 (1)	Variation for rented accommodation	37.1	Variation for rented accommodation
1505	1500-3	40 (1)	Variation for temporary drainage	37.1	Variation for temporary drainage

COLTO Standard Specification		COLTO General Conditions of Contract 1998 (GCC)		SAICE General Conditions of Contract for Construction Works 1 st edition 2004	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
Item 15.08	1500-8	48	Payment of Provisional Sum	45	Payment of Provisional Sum
Item 15.09	1500/8	48	Payment of Provisional Sum	45	Payment of Provisional Sum
Item 15.11	1500-8	48	Payment of Provisional Sum	45	Payment of Provisional Sum
Note (2)	3100-4	40	Payment for prospecting for materials	37	Payment for prospecting for materials
3204(b) (iii)	3200-2	40	Payment for oversize material	37	Payment for oversize material
3303(b)	3300-2	2	Engineer's decisions, with reference to materials classification	2	Engineer's decisions, with reference to materials classification
Item 44.06	4400-3		General reference to GCC, PC Sums	45.2	Prime Cost Sums
Item 45.06	4500-3		General reference to GCC, PC Sums	45.2	Prime Cost Sums
5803 (c)	5800-3	40	Variation, for landscaping	37	Variation, for landscaping
5805 (d)	5800-4	40	Variation, for grassing	37	Variation, for grassing
Item 58.10	5800-10	48	Payment for Extra Work	45	Payment for Extra Work
8103 (c)	8100-1	40	Variation, for testing material	37	Variation, for testing material
Item 81.02	8100-26		General reference to GCC, Provisional Sums		Applicable to FIDIC, Provisional Sums
Item 81.03	8100-26	22	Clearance of site on completion, with reference to core drilling	19	Clearance of site on completion, with reference to core drilling

The relevant definitions of the SAICE General Conditions of Contract (First Edition) 2004 shall apply to the contract with the following reference to the terms used in the COLTO Standard Specifications:

SAICE General Conditions of Contract 2004: Sub clause 1.1 Definitions

Replace Sub clause 1.1.2 with the following:

“1.1.2 **“Bill of Quantities”** means the Schedule of Quantities document so designated in, and forming part of, the Tender. The Schedule of Quantities forms part of the Pricing Data that lists the items of work and the quantities and rates associated with each item to allow the Contractor to be paid at regular intervals an amount equal to the agreed rate for the work multiplied by the quantity of work completed.”

Replace Sub clause 1.1.7 with the following:

“1.1.7 **“Contract Data”** means the specific data in the document so designated in, and forming part of, the Tender. The Contract Data together with the General Conditions of Contract and the Special Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.”

Replace Sub clause 1.1.18 with the following:

“1.1.18 **“Pricing Data”** means the document that contains the Schedule of Quantities and provides the criteria and assumptions which it will be assumed in the Contract that were taken into account by the Contractor when developing his prices.”

Replace Sub clause 1.1.19 with the following:

“1.1.19 **“Scope of Work”** means the document(s) containing the Works Specifications (Standard Specifications, the Project Specifications and other documents) and the Drawings, that specifies and describes the Works, which are to be provided, and any other requirements and constraints relating to the manner in which the work is to be performed.”

Add the following new Definitions:

“1.1.25 **“Project Specifications”** means any specifications appearing under this heading and forming part of the Contract, and containing any amendments to, omissions from or additions to the Standard Specifications that may be required in connection with a specific project.”

- “1.1.26 **“Special Conditions”** means any addition to, departure from or amendment of the General Conditions of Contract as set out in the Contract Data forming part of the Tender Documents.”
- “1.1.29 **“Works Specifications”** means all specifications forming part of the Contract whether they appear in the Standard Specifications, the Project Specifications or on the Drawings, or be they instructions given to the Contractor, or any other specifications referred to in the above-mentioned Specifications.”

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B 1202 SERVICES

Add the following after the first paragraph of Clause 1202 of the Specifications:

Various types of services, both overhead and underground, exist within the boundaries of the site. It is not envisaged that it will be necessary for the Contractor to arrange for the removal or relocation of the services but the services may need to be protected during the works. Should any work become necessary due to unforeseen circumstances then all work shall be done strictly in accordance with the requirements of the relevant service owner and in accordance with the requirements of these Project Specifications and the Standard Specifications where applicable.

Add the following after the sixth paragraph of Clause 1202 of the Specifications:

The Contractor's attention is drawn to the relevant clauses of the General and Special Conditions of Contract regarding liability for damage to the works, or property, or injury to persons arising from the construction of the works. His attention is also drawn to Clause 35 of the General Conditions of Contract regarding insurance to be effected by the Contractor. Special attention is drawn to the exclusions in this insurance policy and particularly to the exclusions regarding consequential damage.

Add the following:

EXISTING SERVICES

Prior to commencing work, the Contractor shall confer with all Authorities and Departments concerned and obtain the necessary wayleaves for both overhead and underground services affected by the Works and shall satisfy himself that he has obtained all the relevant information required to complete the Contract. The Contractor shall carry out the works with the minimum interference to existing services. He shall co-operate with all Authorities and Departments concerned and he shall be solely responsible for carrying out the following operations and checks:

- (1) He shall inform all Authorities and Departments in good time before the correct stage of the construction is reached for the laying and/or relaying of any particular services.
- (2) He shall set out the lines and levels of kerbs, pipes, culverts and any other necessary features of the Contract in order that Authorities and Departments are able to lay and/or relay services correctly.

It shall be clearly understood that obtaining the necessary wayleaves and any extra work, such as the removal of any portion of the Works already executed either by the Contractor or other Authority or Department and its subsequent re- execution, which is caused by the Contractor's failure to observe and carry out his responsibilities as specified, will be at his own cost.

If the Contractor considers that the progress of the works is being retarded by the failure of any Authority or Department to lay, remove or divert pipes, ducts, services, cables or poles within a reasonable time, he shall immediately notify the Engineer in writing, stating clearly the number of days of delay claimed. The Engineer will then decide whether such a claim is justifiable, and in the event of the claim being accepted he will hand to the Contractor a certificate stating clearly the number of days of delay sanctioned.

The cost of repairing any damage to services, due to miscalculations or negligence on the part of the Contractor or his failure to carry out the duties set out in this Clause, shall be borne by the Contractor.

(a) Protection of Overhead and Underground Services

Services and sub-surface obstructions likely to be affected by the work, based on available records and surveys, have been shown on the drawings. Although every care has been exercised in the presentation of the available data, the Employer cannot and does not vouch for the accuracy or completeness of the information shown. Whenever the Contractor deems it necessary to determine the exact location of an existing service or obstruction, he shall, at his own expense, make any examination that he may consider desirable in advance of the work, and the Employer does not accept any liability for loss, damage or delay to the Contractor as a result of the non-location or inaccurate location of services or obstructions.

Where no underground services are shown on the drawings or scheduled, but the possibility of their presence can be reasonably inferred, the Contractor shall in collaboration with the Engineer, search for such services to establish their positions well in advance of the work. A full report shall then be submitted in good time to the Engineer, to enable the necessary arrangements for the protection, removal or diversion of the services before work is commenced in their vicinity.

In the event of damage to existing services, the Contractor shall take such immediate action as is necessary to prevent further damage or danger to life or property and shall immediately notify the Engineer who will issue instructions as to the necessary repairs or protective measures to be taken. The cost thereof shall be borne by the Contractor irrespective of whether the repairs or protective measures were carried out by him or by or on behalf of the service authority or department concerned.

As soon as an underground service not shown on the drawings is discovered, it shall be deemed to be a known service and the Contractor will be held responsible for any subsequent damage to it. If such service is damaged during the course of its discovery, the Contractor will be reimbursed for the cost of making good such damage, unless it is established by the Engineer that the Contractor did not exercise reasonable diligence and care and that the damage was avoidable.

(b) Existing Services

"Existing service" shall include any service which has been temporarily taken out of service to allow for the execution of the works or which has been taken out of service as a result of an event which necessitated the execution of the works.

The Contractor shall be responsible to obtain all the wayleave required under this Contract. No separate payment item has been provided and the costs of collecting wayleaves shall be included in the relevant preliminary and general items in Section 1300.

(c) Condition of Existing Services

The Contractor acknowledges that he has inspected and examined all known existing services and all existing services subsequently discovered, as contemplated in (a) above and is satisfied that all such services were in an acceptable and serviceable state at the commencement of the works, alternatively, upon discovery thereof as contemplated in (a) above.

In the event of a dispute as to the acceptability and/or serviceability of an existing service at the commencement of the works or upon the discovery of such service, the Contractor shall bear the onus of proving that the service in question was not in an acceptable and/or serviceable state at the commencement of the works.

(d) Maintenance, Protection and Relocation of Existing Services

During the course of the works, all existing services including traffic signals, watermains, sewers and stormwater reticulation, electricity transmission and telephone lines, cables, poles and conduits whether in service or not shall be protected, supported and maintained to the satisfaction of the service authority or department concerned and the Engineer. The Contractor shall bear all costs in this regard.

Where a bank of underground ducts, cables, etc. are crossed over a distance of less than 1.0m they shall be regarded as a single crossing. Hydrants under pressure, watermain valve covers and manholes shall be kept unobstructed and accessible at all times.

Where the existing stormwater system is affected by the roadworks, drainage pipes and structures will have to be upgraded, adapted or demolished and new drainage pipes and structures constructed.

The covers and frames of service manholes and catchpits will have to be adjusted where they are affected by the roadworks.

(e) Work in Close Proximity to Existing Services

The Contractor shall note that no mechanical excavators or vibratory type compactors may be used within three (3) metres of any telecommunications or electrical services. No pegs or stakes shall be driven into the ground in the vicinity of underground services unless their exact positions have been determined.

The Contractor's attention is drawn to the following with regard to work done in the proximity of Eskom and other electrical services:

MACHINERY AND OCCUPATIONAL SAFETY ACT (Act No 6 of 1983) WITH REGULATIONS

D16 (7) Excavations

"The builder or excavator shall ascertain as far as practicable the location and nature of underground services likely to be affected by the excavation and take such steps as may be necessary to prevent danger to persons."

THE ELECTRICITY ACT (Act No 40 of 1958)

Section 51(3): Offences and Penalties

"Any person who without legal right (the proof of which shall be upon him) cuts or damages or interferes with any apparatus for generating, transmitting or distributing electricity, shall be guilty of an offence and liable on conviction to a fine not exceeding R1 000,00 or to imprisonment for a period not exceeding twelve months."

The Contractor shall take the above into account in the drawing up of his construction programme and in the calculation of his tendered rates, and shall note that no additional payment or compensation will be allowed for any additional costs or delays incurred as a result of compliance with these regulations, except as measured and paid under the items listed in the Schedule of Quantities.

The Contractor shall allow all reasonable access to the representatives of any Authority or Department for the purpose of maintaining, laying and/or relaying any services, cables or mains during the period of the Contract.

Permanent alterations to existing services ordered in writing by the Engineer, and for which no separate provision has been made in the Bill of Quantities, will be paid for under dayworks if required.

B 1205 WORKMANSHIP AND QUALITY CONTROL

Replace the third paragraph with the following:

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bidden for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

B 1206 THE SETTING OUT OF THE WORK AND PROTECTION OF BEACONS

Add the following after the first paragraph of Clause 1206 of the Specifications:

"It is a specific requirement of this Contract that the Contractor will have to establish his own reference and control beacons for the setting-out and control of the works. The position of the works shall generally be as instructed but shall be confirmed on site by the Engineer/Depot Manager. Survey work will not be measured and paid for directly and compensation for any work involved in staking or setting out will be deemed to be covered by the rates tendered and paid for the various items of work included in this contract.

Record shall be kept of all patching in terms of size, depth and position with reference to road stake value or building/house numbers. These records shall be kept on approved patch record sheets and shall be submitted to the Engineer/Depot Manager on a weekly basis."

Add the following at the end of the fourth paragraph:

“Road markings, particularly road junction / intersection lines and no overtaking barriers are also elements of the road that require proper setting out. The Contractor shall prove to the Engineer that critical reference points have been satisfactorily recorded for later reinstatement before any work commences that will obliterate the existing markings.”

Add the following after the eighth paragraph of Clause 1206 of the Specifications

“The Contractor shall reference all road markings to allow for the reinstatement thereof after completion of the sections of road reconstruction, surfaced and/or sealed under this contract. Separate payment will be made under Section 5700 of these specifications for the referencing of the existing road marking features of the road as required.”

Add the following paragraphs:

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

The cost of replacing all beacons displaced or destroyed during the course of the contract without the consent of the Engineer shall be the Contractor’s responsibility and included in the tender rates”.

B1207 NOTICES, SIGNS AND ADVERTISEMENTS

Delete the final paragraph and replace with the following:

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his bidded rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

B 1209 PAYMENT

(b) Rates to be inclusive

No value added tax shall be included in the Contractor's tendered rates or amounts. Payment of value added tax (VAT) shall be made under a separate item in the Summary of Schedule(s) in C2.2 Bill of Quantities in C2 Pricing Data.

(c) The meanings of certain phrases in payment clauses

- (i) Procuring and furnishing (material)

Add the following:

Payment for procuring and furnishing material from commercial sources shall include for all transport costs, irrespective of distance hauled.

Add the following new sub-clauses:

(g) Rates to remain unchanged when Scope of Work changes

Dependent on the rates and prices offered in the Bill / Schedule of Quantities in the Pricing Data, the Employer intends to increase or reduce the scope of work to match the budget allowed for this project. To this end the Contractor has been provided the opportunity to price separately for unit rates of work and the establishment of major plant. The value of such increase or reduction in the scope of works shall not give cause for the Contractor to vary the offered rates and prices, which shall remain final and binding for the duration of the contract, provided that:

Notification of the change to the scope of work is given in writing within 28 days of the tender closing date.

The value of the increase or reduction in the scope of work does not alter the tendered sum by more than 15%."

(h) Trade names

Where materials are specified under trade names, tenders must be based on these materials. Equivalent materials may be submitted as alternative tender offers in the tender and the Engineer may, after receipt of tenders, approve the use of equivalent materials.

Add the following to sub-clause (e) before the semicolon:

“(including road studs)”

Add the following paragraphs after item (h):

“Notwithstanding that there might be natural or programmed sections of the works that will result in them being completed in their entirety before other sections, no consideration shall be given to the issuing of practical completion certificates for portions of the works. The use of any completed roadway or portions of the work, whether for unhindered use by the public or for accommodation of traffic while other portions are being constructed, shall not constitute use or occupation by the Employer.

In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the Employer, the works shall be considered for practical completion only if the following criteria also have been met:

- (i) The estimated cost to complete the outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
- (ii) The written list of outstanding items of work can be completed within 28 days of the list having been accepted in writing by the Contractor.
- (iii) Any information in the contractor’s possession, which is required by the engineer and has been requested in writing, has been supplied.
- (iv) The Regional Manager of the Department of Mineral and Energy Affairs has issued written confirmation to the Contractor that they are satisfied with the final shaping to all quarries, borrow pits, stockpile areas, and spoil sites used or intended to be used under this contract.

B1211 TRAFFIC OVER COMPLETED PAVEMENT LAYERS

Add the following:

It is a specific requirement of this contract that traffic will have to be accommodated on completed pavement layers on certain road sections during peak hours and overnight. The final decision regarding the timing of opening of the completed pavement layers to traffic shall rest with the Engineer. Repair work required to the

completed pavement layers shall be included in the rates for accommodation of traffic and no additional payment will be made for work required to repair damage.

B 1214 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

Under sub-clause (e) replace the opening paragraph with:

Should the Contractor use land not provided by the Employer for the purpose of his own establishment, engineer's offices and laboratory, or storing of equipment or materials required for construction or disposal, it shall be subject to the following:"

and add the following sub sub-clauses:

- (vi) That lease agreements are concluded with the owner or owners of such land for the full period that such areas are required. The leases shall provide for possible extensions to match the duration of the contract. The lease agreements shall also provide for the contract being terminated by contractor's default or liquidation and the resulting possibility for them to be taken over by a succeeding contractor.
- (vii) That copies of lease agreements shall be submitted to the engineer prior to signature by the signing parties, and copies lodged with the engineer after signing. Notwithstanding the engineer's approval of the conditions of a lease the contractor shall be solely responsible for adherence to the terms of the agreements."
- (viii) Adherence to the principles of the environmental management plan and legal obligations.

B 1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Delete the entire clause and replace with the following:

"Extension of time due to inclement weather shall not be applicable on this contract."

B1216 INFORMATION FURNISHED BY THE EMPLOYER

Add the following after the second paragraph:

Drawings and quantities regarding the distribution and extent of repair work items were compiled and calculated to the best of the Engineer's knowledge and available information at the time of the design and could be subject to significant variations at the construction stage. Such variations shall, however, not form grounds for a claim by the Contractor in terms of Clause 36: Variations of the General Conditions of Contract.

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

Add the following:

- (h) Prior to the start of any excavation in the existing pavements on any part of the works, the Contractor shall submit to the Engineer for approval a method statement for the execution of that part of the work. The Contractor is responsible for the protection of the underlying pavement layers and the drying out and/or keeping dry of such excavations. The Contractor's program shall make provision for the speedy backfilling of the excavations and the drainage thereof if inundation cannot be prevented.

The Contractor shall at his own cost be responsible for the repair of pavement layers, which have been damaged due to his own works or his neglect to submit his planning to the Engineer for approval or to adhere to approved precautionary measures.

- (i) Concrete elements adjoining the road, which is designated for resurfacing, shall be covered with protective material prior to any spraying operations to prevent the concrete from being stained with bituminous binder. The protection of concrete elements shall be to the Engineer's satisfaction and no additional payment will be applicable for taking the specified protection measures.

B1219 WATER

Add the following:

The Contractor shall make the necessary arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network and for connections for the provision of water required by him for the execution of the works.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of sub clause C3.4.2.2(b), be deemed to be included in the sums bid by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates bid by the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following:

Upon being given access to the site the Contractor shall immediately assume responsibility for the road reserve within the limits of this contract as set out in the specifications.

Prior to the commencement of work, the Contractor and the Engineer shall together carry out a joint inspection of the road section. During such an inspection, notes shall be made of all damaged fences, guardrails, signs and any other notable problems or features that exist at the time of gaining access or hand-over. The following matters should be agreed at the time of handing-over:

- (1) The limits, lengths, widths and areas of construction.
- (2) The location of kilometer markers and reference beacons
- (3) The scope of remedial / repair or preparatory work measures (patching, etc.) to be executed by the Contractor
- (4) The location of stockpile areas and the responsibilities of the Contractor with regard to the road reserve area and the stockpile sites (fencing, re-establishment, height of stockpile, etc.).
- (5) The method of accommodation of public traffic with regard to safety, sight distances, interference with existing road signs and road markings both within the work area and providing advance warning before the work area.
- (6) The method of construction and supervisory control measures
- (7) The protection of existing bridge joints, concrete kerbs/channels, rumble strips and road studs where necessary.

B 1229 SABS CEMENT SPECIFICATIONS

Add the following:

All cement used during construction shall comply with SANS 50197-1:2000/EN197-1:2000

(SABS EN 197-1) for common cements and SABS EN 413-1 for masonry cement.

Any reference to SABS 471 in the standard specifications shall be replaced with the new specification SANS 50197-1:2000/EN 197-1:2000 (SABS EN 197-1): Cement compositions, specifications and conformity criteria: Part 1: Common cements.

Where the old SABS 471 product nomenclature has been used in the standard specifications, the Contractor shall supply and use the relevant new product, in compliance with SANS 50197-1:2000/EN 197-1:2000 (SABS EN 197-1).

<i>Cement Grade</i>	<i>Cement Type</i>	<i>Approximate old product name</i>	<i>New Alpha</i>	<i>New Blue Circle</i>	<i>New NPC</i>	<i>New PPC</i>	<i>New Slagment</i>
52.5	CEM I	Rapid hardening	Rapid Hard	Duracast	Eagle Super	-	-
42.5R	CEM I	Rapid hardening	-	-	-	Rapo	-
42.5	CEM I	OPC*	Portland cement	Duratech	-	OPC	-
	CEM I	LASRC	-	-	-	LASRC	-
	CEM II A-S	PC 15SL	-	-	Eagle Plus	-	-
	CEM II B-S	RH30SL	-	-	Eagle Plus	-	-
32.5R	-	-	-	-	-	-	
32.5	CEM II A-V	PC 15FA	All Purpose Cement	-	-	Surebuild	-
	CEM II A-W	PC15FA	-	-	-	Surebuild	-
	CEM II A-L	-	All purpose Cement	-	-	Surebuild	-
	CEM II B-V or W	PC25FA/PFA C**	-	Structrete	-	Surecrete	-
	CEM IIIA	PBFC	-	BFC	Eagle Pro	-	PBFC
	CEM IIIA	RHSL	-	-	-	-	RHSL
22.5	MC 22.5X	PFAC***	Multi Purpose Cement	Durabuild	-	-	-
	MC22.5X	PFAC***	-	Buildcrete	-	-	-
12.5	MC 12.5	Walcrete	Mortar Cement	Wallcrete	-	Masonry	-
	MC 12.5	Mortacem	-	-	-	-	-

Notes: * OPC cements previously performed approximately as CEM 1 32,5R products

** PC25FA cements under the old standards achieved lower compressive strengths than the OPC's of the time

*** *Some PFAC cements meet the new standard for MC 22,5X. Others required modification before meeting the requirements for MC 22,5X*

The following new clauses shall be added after Clause 1229 of the Specifications:

B 1230 MATERIALS

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Engineer with certificates showing that the materials do so comply. Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Engineer's office on the Site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the Engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the Site or in borrow areas provided by the Employer shall not become the property of the Contractor, but will be at his disposal only in so far as they are approved for use on the Contract. Existing structures on the Site shall remain the property of the Employer and except as and to the extent required elsewhere in the Contract, shall not be interfered with by the Contractor in any way.

Existing structures on the site shall remain the property of the Employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the contractor in any way.

No materials to be included in the works shall be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the Works, and all the processes in their entirety connected therewith shall be open to inspection by the Engineer (or other persons authorised by the Engineer) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The Contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification.

(a) Ordering of Materials

Immediately upon his Tender being accepted, the Contractor shall order materials which are in short supply or for which the delivery period may be long.

The quantities set out in the Schedule of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The Contractor shall therefore, before ordering materials of any kind, check with the Engineer the quantities required. No liability or responsibility whatsoever shall attach to the Employer for materials ordered by the Contractor except if they have been ordered in accordance with written confirmation issued by the Engineer.

B 1231 SAFETY

The Contractor shall at all times observe adequate safety precautions on Site to ensure the safety of his own staff as well as that of the public and other persons engaged in or about the Works. In this respect he shall comply with the provisions of the Health and Safety specifications (Section 3.6 of the Works Specifications) and observe all laws, ordinances and regulations pertaining to his work.

In terms of Clause 4.5 of the General Conditions of Contract, the Contractor shall enter into an agreement (refer to C1.4 of Volume 3) to complete the work required for the construction of the works in accordance with the provisions of all pertinent legislation and in particular with the provisions of the Occupational Health and Safety Act, (Act 85 of 1993) and the regulations promulgated thereunder.

Where adequate safety precautions are not being observed, the Engineer may order the Contractor to comply with minimum safety requirements at the latter's expense. Compliance with such an order will not absolve the Contractor from any of his responsibilities and obligations under the Contract.

B 1232 Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 49 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's/Depot Manager's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer/Depot Manager for the purposes of accurately reflecting the actual quantities and amounts which the Engineer/Depot Manager deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer/Depot Manager within three (3) normal workings days from the date on which the Engineer/Depot Manager communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer/Depot Manager five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer/Depot Manager the requisite copies of the adjusted statement for the purposes of the Engineer's/Depot Manager's payment certificate will be added to the times allowed to the Engineer/Depot Manager in terms of Sub clause 49.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

B 1233 Construction in restricted areas

It is the nature of this contract that work will take place in restricted areas. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices bid will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment or any claim for payment due to these difficulties will be considered.

SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE

B 1302 GENERAL REQUIREMENTS

(a) Camps, construction plant and testing facilities

Add the following after the first paragraph of sub-clause 1302(a) of the Specifications:

No specific land or existing buildings have been made available by the Employer for the establishment of the Contractor's campsite.

The Contractor shall make his own arrangements concerning establishment of the campsite, supply of water, electrical power and all other services if required. No direct payment will be made for the provision of water,

electrical and other services and the cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The following new sub-items shall be added after sub-clause 1302(c) of the Specifications:

(d) Housing

The Contractor shall not erect any housing or other accommodation facilities on the site of the works and shall make all the necessary arrangements for accommodation of his personnel and site staff off the site of the works.

(e) Services

The Contractor shall at his own expense, make the necessary connections to any utility services required by him for the execution of the works.

If so required by the responsible electricity supply authority, the Contractor shall, at his own cost, be responsible for making metered connections to the available services at the positions specified by the electricity supply authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated electrical power supply will necessarily be adequate for the Contractor's purposes nor that its supply is in any way guaranteed.

(f) Water

The Contractor shall, at his own expense, be responsible for obtaining and providing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer, produce proof of such

compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, providing and consumption of water, the costs of which will be deemed to be included in the Contractor's bidded rates.

(g) Sanitation

The Contractor shall provide at each work site at least one portable chemical latrine for use by personnel on site. No separate payment will be made for any costs incurred in this regard and the Contractor shall allow for any costs in his tendered rates for establishment.

If so required by the responsible sewage disposal authority, the Contractor shall, at his own cost, be responsible for making connections to the available services at the positions specified by the sewage disposal authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water-borne sewage disposal will necessarily be adequate for the Contractor's purposes nor that its operation is in any way guaranteed.

(h) Environmental Protection

Construction will take place within the existing road reserve and every precaution must be taken to protect the established vegetation and roadside facilities. It is therefore essential that the Engineer be continually consulted throughout the contract period to ensure that environmental considerations are satisfied.

Failure to show adequate consideration to the environmental aspects of this contract will be sufficient for the Engineer to have the Contractor's representative or any other Contractor's employee(s) removed from the site in terms of Clause 24 of the General Conditions of Contract.

The following conditions have been imposed and shall be strictly complied with:

- (a) Personnel and plant shall not enter property beyond the road reserve boundary irrespective of whether the boundaries are fenced off or not.

- (b) The Contractor shall, to the satisfaction of the Engineer, take every necessary precaution to prevent the contamination of any watercourses.
- (c) The Contractor shall plan his activities so that materials, in so far as is possible, can be transported direct to and placed at the point where they are to be used. However, where utilising materials in this manner is impractical, it shall be temporarily stockpiled for later loading and transportation to where it will be used.
- (d) Stockpiling areas shall be indicated to and approved by the Engineer. Before any stockpiling of material may be done, the site shall be cleaned, and all loose stones or any plant or other material which may cause pollution shall be removed. After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition.
- (e) The Contractor shall be responsible for the establishment of a refuse control system for the collection and removal of refuse from the campsite and working areas.
- (f) The Contractor shall ensure that waste and surplus food, food packaging plastic and organic waste are not deposited by his employees anywhere on the site except in refuse bins for removal. If his employees are to eat elsewhere on site than in the campsite, the Contractor shall designate restricted places for eating in his working areas, shall provide adequate refuse containers in all these places and shall remove the refuse and clean up any remaining food containers immediately after mealtimes.
- (g) The Contractor has no right to the trees and shrubs on the site.
- (h) No bituminous material or waste material shall be dumped within the road reserve, even if only as a temporary measure. Provision shall be made to remove such excess material directly off the site to spoil areas to be provided by the Contractor.

. SECTION 1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add the following:

“It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers –Tel: (012) 334 4507/8/9 or (012) 3344510 Fax: (012) 323 9574.

During the construction period the Contractor shall close one half of the carriageway to traffic and the remaining carriageway width shall then be used to accommodate single directional traffic. Access shall be provided at all intersections and to all property at all times in accordance with Clause B1502(j). “

B1502 GENERAL REQUIREMENTS

- 1.
2. (a) **Safety**
3. *Add the following:*

- "i) No construction of any section of road may be commenced until specified closures are properly organised and sign-posted to the satisfaction of the Engineer.

Add the following sub-clauses:

(j) Access to properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 17.1 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the afore going, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

(k) Site Personnel

The contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the engineer, ineffective shall be immediately replaced by the contractor.

(l) Failure to comply with provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition, a time-related penalty of R500, 00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given."

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Insert "Vol. 2 – Chapter 13 (Latest Version)" in front of "SA Road Traffic Signs Manual" in the fifth line of the first paragraph.

Amend the last sentence of the second paragraph to read:

"Road signs, channelization devices and barricades no longer required may be moved for re-use, and, if no longer suitable for use due to normal wear and tear, replaced without any additional compensation if they are required for re-use."

Traffic-control facilities lost or damaged by the Contractor shall be replaced at his own cost. Where it can be proven that traffic-control facilities have been damaged other than by the Contractor and its loss or ineffectual performance is beyond the Contractor's control and not the result of his actions or omissions, the Engineer may order the devices to be replaced and paid for at scheduled rates."

Should the Contractor neglect to provide all the necessary road signs, barricades or road markings to ensure the safety of the travelling public as specified by the Engineer or his Representative, then this shall be sufficient reason to suspend payment on this Contract until such time as the non-compliance is rectified. Further the Engineer will have the right to stop any operation where the traffic accommodation measures are not to specification or as ordered and the Engineer considers that the risk to the travelling public is unacceptable.

(a) Traffic-control devices

Replace the first paragraph with the following:

"On all sections longer than 150 m or on shorter sections where the ends are not visible to each other, the traffic-control facilities shall include the use of two-way radios with the STOP and GO-RY signs"

(b) Road signs and barricades

Add the following:

"The contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost, or stolen."

All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs.

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

(c) Channelization devices and barricades

Add the following:

"Delineators shall conform to the requirements of SANS 1555 and shall be mounted such that they are not blown over by wind or the movement of passing traffic. Ballast bags shall be repaired or replaced immediately if damaged. Rocks and stones shall not be used as ballast under any circumstances.

Delineators and their mountings shall be constructed of non-metallic materials and shall be designed to collapse in a safe manner if struck by a vehicle. The delineators shall have two faces. The base of the delineator shall be at least 0,18 square metres.

Prior to opening of section of road that has been reseal, the delineators shall be moved to 0,5m off the edge of the surfaced width and placed back to back at 100m spacing's so that the delineators point to the surfaced width from both directions of travel. These delineators shall remain in place until road is marked, temporary studs are installed or as instructed by the Engineer."

(e) Warning devices

Add the following:

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

(i) Vehicle mounted flashing lights

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

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

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

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

Add the following sub clauses:

“(g) Other traffic control measures ordered by the engineer

“The engineer may instruct the contractor to provide any other road sign, reflective tape, etc. not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the engineer. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the engineer may arrange for advertising in the press and/or for other forms of publicity.

(h) Flagmen

Flagmen shall be provided where shown on the drawings or required by the specification. During the daytime, at least two flagmen shall be provided at each traffic control point in addition to the STOP/GO sign operator one flagman at the start of the warning signs and a second roving flagman to indicate to the traffic at the end of the

queue to stop. Where the shoulder of the road is closed to traffic, a flagman shall be provided at the leading end of the closure during daytime. No flagman shall be on duty for a period of more than 12 hours per day.

Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and / or fluorescent panels in red, yellow and / or white.

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600 mm. The flag shall be attached to a staff at least 1,0 m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone. Payment for the flagmen as indicated in the drawings or described above shall be deemed to have been included in Item 15.01”

(h) Safety jackets

All construction workers working on or alongside the road shall be dressed in overalls which are of a highly visible colour. All visitors to site shall wear safety jackets when on the Site.

The Contractor shall provide the Engineer with 8 level 2, Alt. 1 safety jackets.

The safety jackets shall be of an approved type, as shown in Fig 13.30, Vol. 2 Chapter 13 of SADC RTSM and orange in colour. The Contractor shall obtain the approval of the Engineer before proceeding with the purchase of such jackets. No separate payment will be made for the provision of safety jackets.

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

Replace the contents of this clause with the following:

"(a) All work on the existing road

All work on the existing road shall be carried out in half or lesser widths. Single direction traffic will be allowed to use that surfaced half of the road not under construction. The traffic flow shall be controlled by flagmen with STOP and GO- RY signs.



B1517 MEASUREMENT AND PAYMENT

Amend item 15.01 to read as follows:

“Item	Unit”
B15.01 Accommodating traffic and maintaining temporary deviations as shown in the drawings.....	Lump Sum

Replace the first paragraph with the following:

“The unit of measurement shall be a lump sum for the entire project that one patching team works under traffic accommodation conditions as shown in the drawings, regardless of how many times a patching team needs to remove and re-erect a closure throughout the project.

The tendered daily rate shall include full compensation for all transportation and placement of, signs, delineators, communication devices and flagmen as specified. It shall also include for setting up a closure at the start of a day, removing down a closure at the end of a day and for any and all re-erection of closures that may be required for one patching team in one workday. No additional payment shall be made for traffic accommodation.

SECTION B4200: ASPHALT BASE AND SURFACING

B 4202 MATERIALS

(a) Bituminous binders

(i) Conventional binders

Add the following

“The binders to be used shall be as follows

- (a) Continuously graded surfacing course: 60/70-penetration grade bitumen”

Note that foamed bitumen binder may be used instead of 60/70 penetration grade binder if approved by the Engineer/Depot manager.

(b) Aggregates

Add the following paragraph to the introductory description:

“Asphalt mixes shall be manufactures using different individual single size coarse aggregates fractions and crushed fine aggregates blended to conform to the specified grading requirements. The use of natural sands shall only be permitted if approved by the engineer and shall be limited to a maximum of 5% for continuously graded mixes. All aggregate in excess of 4,75 mm shall consist of individual nominal single sized aggregate. Contractors shall note that commercial suppliers may not be able to supply all the required single size aggregates, in which instance arrangements will have to be made for additional onsite screening. No additional payment shall be made for screening aggregate. The use of run of crusher type materials shall not be permitted.”

(v) Absorption

Add the following sentence

“In addition, the total binder absorption of the combined coarse and fine aggregate blend shall not exceed 0,5%”

(viii) Grading

*Delete the second paragraph commencing with "The target grading..." and add the following paragraphs **

“The grading limits for the combined aggregate grading for the asphalt base and surfacing shall be as specified in Table 4202/6: continuously grades 26.5 mm MAX for the base and Table 4202/7: Continuously graded medium grade for the surfacing.”

(c) Fillers

Delete the second last sentence of the first paragraph and replace with:

“In no instance shall more than 2% by mass of active filler be used in the mixes.”

Add the following after the last paragraph:

“For tender purposes the active filler shall be hydrated lime”

B4203 COMPOSITION OF ASPHALT BASE AND SURFACING MIXTURES

In the first paragraph, third last line, after “or active filler content” add:

“or aggregate content”

Replace the fifth paragraph with the following:

“The design of the asphalt mix shall be in accordance with “Interim Guidelines for The Design of Hot-Mix Asphalt in South Africa (June 2001)”, and appropriate research results. The mix properties and requirements shall be as specified in the project specifications”

The relevant asphalt mix for the surfacing layer shall comply with the requirements in tables B4203/2(a).

TABLE B4203/2(a): ASPHALT MIX REQUIREMENTS: BASE AND SURFACING

Property	Continuously graded surfacing mixes
Marshall Stability (kN)	8 – 18
Marshall Flow (mm)	2 – 6
Stability /Flow (kN/mm)	> 2.5
VMA (%)	> 15
VFB (%)	65 – 75
Air voids (%)	4 – 5%
Indirect tensile strength @ 25°C (kPa)	> 1000
Dynamic Creep Modules @ 40°C (MPa)	> 20
Modified Lottmann* (TSR)	> 0.8
Air permeability @ 7% voids (cm ²)	< 1 x 10 ⁻⁸
Binder film thickness (microns)	6.5 – 8.0
Filler bitumen ratio	1 – 1.5
Gyratory voids @ 300 Gyration and 5% Marshall VIMS	> 2.0%

* At 7% voids

Add the following new clauses:

“B4203A PREFABRICATED SEAL PATCHES

The proposed prefabricated seal patches must be products with a proven track record under similar conditions. Examples of acceptable products include AJ Broom BRP Road Patches other similar approved products. Only products with binders and aggregates similar to those specified in Sections 4300 and 4400 of the COLTO standard specifications and with constructed end product finishing similar to those of conventional in situ constructed seals will be approved by the Engineer /Employer.

B4205 GENERAL LIMITATIONS AND REQUIREMENTS AND THE STOCKPILING OF MIXED MATERIAL

(b) Moisture

Add the following at the end of the second last paragraph after “engineer”

“even if the underlying layer has been previously primed.”

B4206 PRODUCING AND TRANSPORTING THE MIXTURE

(b) Production of the mixture

(ii) Using drum-type mixer plants

Add the following:

“Pre blending of aggregate fractions shall not be permitted and the contractor shall ensure that sufficient cold-feed bins are installed to accommodate each individual aggregate fraction, including the filler.

(c) Transporting the mixture

Add the following paragraph:

“Special precautions shall be taken by the contractor to ensure that the temperature of the total mass of asphalt does not decrease by more than 20°C from point of dispatch to the point where it is to be laid including standing time before placing it. The use of the thermal blankets is obligatory on all trucks and shall be kept on at all times and put back on the asphalt if the truck load is only partially used on site.

The contractor shall ensure that trucks used to haul asphalt are not overloaded and the legal axle loads are not exceeded. Before any asphalt can be transported, the contractor must provide the engineer with the certified carrying capacity of each truck intended for the purpose of transporting the mix. The contractor shall provide the engineer with a weighbridge ticket before discharging into the paver hopper.”

Add the following sub-clause:

“(f) Approval of asphalt mixture

Before any asphalt is placed on the road, the engineer shall approve the mix design. A selection of accepted commercial plant mixes from recognised plants will be assessed for approval in accordance with the design criteria for the specific plant’s mix intended to be used by the contractor. It is the contractor’s responsibility to ensure that their preferred supplier’s mixes are approved well ahead of construction commencement.

Samples of all aggregate and bitumen shall be submitted with the laboratory design mix to enable the engineer to carry out check design testing as necessary. The above design and aggregate shall be submitted to the engineer at least four weeks before it is intended to commence with any asphalt production.

The engineer may instruct the contractor at any time to halt his paving process and to have the asphalt mixes reassessed and or approve other mixes if there is a change of aggregate properties or performance of the mixes appear non-compliant or if the specified asphalt requirements are not being met and/or a consistent asphalt mixture not be produced.”

B4208 JOINTS

Add the following to this clause:

“All longitudinal and transverse asphalt patch joints shall be cut either by using jack hammers or picks, in accordance with the joint detail drawings included in the drawings. No saw cutting of joints will be allowed. The payment for the special treatment of joints is deemed to be included in the rates covered under B42.20.

The cut edges of all asphalt joints shall receive a rubberised bitumen emulsion tack coat (Viaseal Waterblok or similar approved).” before the asphalt is placed in the patch. All completed asphalt joints shall also be sealed by hand utilizing a paint brush with the same approved rubberised bitumen emulsion

“Where the difference in level between the new work and the existing road surface exceeds 25mm, joints shall be treated as follows:

Transverse steps at the end of a day’s work shall be tapered off at a slope of 1 vertical to 20 horizontals (1:20) to tie in with the existing surface. The tapered section shall be removed before surfacing is recommenced and a joint formed in accordance with clause 4208 of the specification.

Longitudinal joints exposed to traffic shall be provided with a taper of compacted asphalt material over the full length of the exposed joint. The width of the taper shall be at least 5 times the difference in level between the old and new work.

All costs involved in the provision and removal of these temporary ramps shall be deemed to have been included in the rates tendered for the relevant asphalt pay item.”

B4210 COMPACTION

Replace the sixth paragraph with the following:

“The sequence of rollers used in compaction is at the discretion of the Contractor provided the completed layers of 93 percent of the theoretical maximum density, determined as described in TMH1, method C4 (Rice's density). In addition, hereto the compaction immediately adjacent to joints shall be done to ensure densities of not less than 2% of those specified (above) in the rest of the layers (including all hot and cold joints). A combination of Calibrated thin layer Nuclear Gauge testing and Marvel permeability testing (both methods to be calibrated versus asphalt cores densities), will be used to assess and approve densities.”

B4214 QUALITY OF MATERIAL AND WORKMANSHIP

(b) Coring of asphalt layers

Add the following:

“A suitable coring machine shall be available on a daily basis when asphalt paving is taking place. Cores shall only be drilled, when the road temperature is 20°C or less. Core holes shall be filled with hot mix asphalt and compacted, all within 24 hours of the core being drilled. Coring shall be carried out within 48 hours after the paving has been completed and supplied to the engineer. The test results of cores shall be submitted to the engineer within 24 hours after coring.”

(c) Routine inspection and tests

Add the following paragraphs:

“The contractor shall keep accurate records of:

- (i) The position where every truckload of asphalt is paved (chainage or reference to street number, lane, time and date).

- (ii) The temperatures of the asphalt in the trucks both at the mixing plant and at the paving equipment immediately prior to discharging the load.
- (iii) The truck and load number from which control samples are taken. All samples taken shall be appropriately numbered.

B4215 MEASUREMENT AND PAYMENT

Change item 42.11 (a) as follows:

B42.11 (a) Base constructed with new asphalt, continuously grades (26.5 mm aggregate size) using 50/70 penetration grade bitumen

1 PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor.

- a. Hazardous traffic conditions during patching, resurfacing and road marking operations
- b. Working safety with bituminous products
- c. Working safety with plant and equipment

2 ARRANGEMENTS FOR MONITORING AND REVIEW

The Client will conduct a Monthly Audit to audit compliance with Construction Regulation 4 (1) (d) to ensure that the Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

The Client reserves the right to conduct and had audits and inspections as deemed necessary.

A representative of the Contractor shall accompany the Client on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of his own audit/inspection results

PART 3: PARTICULAR SPECIFICATIONS

PART A: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C.1 General

In order to ensure that the construction work is carried out in an environmentally sensitive manner, strict compliance with the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.

- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes subcontractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, subcontractors and suppliers.

C.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the Construction Manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter, etc.),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

C.4 Site Cleanliness and Neatness

Location of a construction camp is to be approved by the Employer's Agent and

is to be restored to its previous condition after completion of construction.

The construction camp should preferably be fenced with a 1.8m Bonnox fence or similar approved.

All materials, equipment, plant and vehicles must be stored within the construction camp.

A dedicated area must be made available for construction staff to change and store their personal belongings.

C.5 Access

Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.

Access roads utilised by the Contractor must be maintained in good condition.

C.6 Borrow Pits

Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).

Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.

Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

C.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working condition and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

C.8 Fauna

- Contractors and subcontractors staff and workers may not chase, catch or kill animals encountered during construction.

C.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The Contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owners' lands.

C.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

C.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc.) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc.).

- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The Contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C.14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C.16 Soil Management

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion gullies.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used to aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at the construction camp.

C.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

C.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The Contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc.) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Employer's Agent.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets, etc.) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C.11 and C.16.

PART B: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

E1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, the Employer's Agent, inspectors and all other persons entering the site of works.

This specification shall be read in conjunction 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 Act and Construction Regulations.

In terms of the OHSA Agreement in Section C1.4 of the Contract document, the status of the Contractor as mandatary to the Employer (client) is that of an employer in his own right, responsible for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representatives of trade unions and any other persons entering the site of works.

E1.1 Information based on the Employer's baseline risk assessment

The information presented in this subclause E1.1 is based on the Employer's baseline risk assessment prepared specifically for this contract.

Potential Risk Identified: Delays due to the approval of a work permit from the Department of Labour.

Key mitigating measure: -Timely submission of an application to the Department of Labour.

-Continuous correspondence and follow up on progress regarding approval.

Potential Risk Identified: Local labour unrest

Key mitigating measure: A CLO, who has the respect of the community, to be appointed at the start of the contract. All other affected parties, including Councillors, taxi associations, civic organisations, to be involved from the beginning. EPWP contract rates to be clearly defined prior to the labour signing contracts agreeing to them. as part of the contract, experienced staff is to be assigned by the contractor to provide technical mentorship and guidance.

Guidelines for construction and maintenance projects under Covid-19 Lockdown The Employer shall prepare guidelines which set out the key principles and minimum requirements that define responsible, healthy and safe operations for on-site construction operations under COVID-19 Lockdown conditions, for the Contractor to comply with. In addition, the Contractor shall comply with any new COVID-19 Regulations issued by Government.

The guidelines have been included as Annexure A at the end of this Project Document.

“This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

This information is neither prescriptive nor exhaustive, and is provided as a guideline to Tenderers in preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

E2. DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as **client** as defined in the Construction Regulations 2014. **Employer** and **client** are therefore interchangeable and shall be read in the context of the relevant document.
- (b) **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 2015. 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 OHS Act 1993, be the mandatary, without derogating from his status as an employer in his own right.

- (c) **Employer's Agent** where used in this specification, means the Employer's Agent as defined in the General Conditions of Contract 2015. In terms of the Construction Regulations the Employer's Agent may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

E3. TENDERS

This Health and Safety Specification forms an integral part of the Contract and Tenderers are required to use it during the tender phase for pricing the preparation of a project specific Health and Safety Plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during construction. Tenderers must forward a copy of this Specification to all other persons or organisations that may be submitting prices to the Tenderer during the tender stage to enable them to include the cost of preparing their own Health and Safety Plan, relevant to their particular operation, and for compliance with the health and safety requirements during construction. Payment items are included in the Bill of Materials for compliance with the Occupational Health and Safety Act and Construction Regulations and with this Specification.

Tenderers are required to complete Form J 'Contractor's Health and Safety Declaration' in section T2.2 'Returnable Schedules'.

Failure to submit the foregoing with his tender and/or to provide realistic rates for relevant payment items 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 Act and Construction Regulations and his tender shall be deemed non-responsive.

E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.

A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

E5. HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. 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 and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

E6.1 Appointments

The Contractor shall appoint in writing all employees.

The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7.

E6.2 Health and safety induction training

No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

E6.3 Medical certificate of fitness

The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

E7. APPOINTMENT OF SAFETY PERSONNEL

E7.1 Construction manager

Refer to Construction Regulation 8(1), (2), (3) and (4).

The Contractor shall appoint a full-time **Construction Manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety compliance.

The Contractor may also have to appoint one or more **assistant construction managers** to assist the Construction Manager where justified by the scope and complexity of the works.

E7.2 Construction health and safety officer

Refer to Construction Regulation 8(5) and (6).

Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a full-time or part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Labour and shall have the necessary competence and resources to perform his/her duties diligently.

E7.3 Construction supervisor

Refer to Construction Regulation 8(7), (8), (9) and (10).

The Contractor shall appoint a **construction superintendent** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

The Contractor may also have to appoint one or more competent employees to assist the construction superintendent where justified by the scope and complexity of the works.

E7.4 Health and safety representatives

In terms of **Sections 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 50 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 basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

E7.5 Health and safety committee

In terms of Section **19 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, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

E7.6 Competent persons

The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.

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 in 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 for compliance with **all** requirements of the Construction Regulations.

E8. RECORDS AND REGISTERS

The Contractor is bound to keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees and representatives of trade unions.

E9. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatary 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) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatary (employer) for the contract under consideration.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

E10. MEASUREMENT AND PAYMENT

It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the health and safety measures required in terms of the Act and Regulations during the construction process.

(a) Safety appointments

No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the Construction Manager, any assistant construction managers, the construction health and safety officer, the construction superintendent, any assistant construction superintendents, health and safety representatives, health and safety committee members and competent persons, all as referred to in subclauses E7.1 to E7.6 above. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons.



(b) Records and registers

The keeping of records and registers related to health and safety on site as described in clause E8 above shall be regarded as a normal duty of the Contractor for which payment shall be deemed to be included in the Contractor's various tendered rates and prices, and for which no separate additional payment will be made except to the extent provided in item B13.02 of the Bill of Quantities.

(c) Medical certificates

No separate additional payment will be made to cover the costs related to obtaining the medical certificates of fitness required for every employee, including subcontractors and their employees, issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such medical certificates.

ANNEXURE 2 (to OHSA 1993 Health and Safety Specification)

TO: THE PROVINCIAL DIRECTOR, DEPARTMENT OF LABOUR,

ANNEXURE 2

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

(Regulation 4 of the Construction Regulations, 2014)

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of Contractor:

.....
(b) Name and telephone number of Contractor's contact person:



.....
2. Contractor's compensation registration number:

3. (a) Name and postal address of Employer:

.....
.....

(b) Name and telephone number of Employer's contact person or agent:

.....

4. (a) Name and postal address of designer(s) for the project:

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.....

(b) Name and telephone number of designer's(s') contact person(s):

.....
.....

5. Name and telephone number of Contractor's Construction Manager on site appointed in terms of regulation 8(1):

.....

6. Name(s) of Contractor's assistant construction manager(s) on site appointed in terms of regulation 8(2):

7. Exact physical address of the construction site or site office:

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

8. Nature of the construction work:

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

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site:

Total: Male: Female:

12. Planned number of subcontractors on the construction site accountable to Contractor:

.....



13. Name(s) of subcontractors already selected:

.....

.....

.....

.....

.....

Contractor	Date
-------------------	-------------

.....
Employer's Agent (where applicable)	Date

.....
Employer	Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

PART C: REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

This Part F provides specifications with regard to the following:

- (a) The Expanded Public Works Programme (EPWP); and
- (b) The National Youth Service (NYS) programme, which is a government programme implemented by the National Department of Public Works forming part of the Expanded Public Works Programme (EPWP). **(NOT APPLICABLE TO THIS CONTRACT)**

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

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

F1. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

F1.1 Labour-intensive construction, supervision and management for the Expanded Public Works Programme (EPWP)

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

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

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

Items scheduled for labour-intensive construction are marked with the letters "LI" in the schedule of quantities in the manner described in C2.1 Pricing Instructions.

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

- Foremen / Supervisors at Minimum NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- Site Agent / Construction Manager at Minimum NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications..

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause F3 of this Part F.

F1.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)

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

- the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in

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

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

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

F1.3 Persons to be employed under the Expanded Public Works Programme (EPWP)

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

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

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the PLC and the War Room convener for each relevant ward, selection of the local labour shall be made from households on the Operation Sukuma Sakhe (OSS) database profiled through the War Room for each ward. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level / skills required and the most needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

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

- 60% women;
- 55% youth who are between the ages of 16 and 35; and
- 2% persons with physical impairment.

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

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

Minimum supervisor to worker ratio = 1:10

F1.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this Part F of section 3.3 Particular Specifications.

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

F1.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

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

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

As per Gazette rate per task (for task – rated workers);

or

As per Gazette rate per day (for time – rated workers).

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

Tasks set by the Contractor shall be such that:

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

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

F1.6 Training of persons employed under the Expanded Public Works Programme (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause F4 below.

F1.7 Contractor's obligations towards persons employed under the Expanded Public Works Programme (EPWP)

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

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

F1.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)

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

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

PPE shall comprise the following:

- (a) Compulsory PPE issued to all EPWP workers for use during general work activities:
- Protective overalls (two sets), green in colour, with EPWP branding;
 - Lime green reflective safety vest with EPWP branding;
 - Protective footwear; and
 - Protective gloves.
 - Masks
- (b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site specific health and safety plan and accompanying risk assessments, such as:
- Protective headwear, green in colour, with EPWP branding;
 - Protective eyewear such as spectacles and goggles;
 - Protective face shields;
 - Protective earplugs and earmuffs;
 - Respiratory masks;
 - Disposable safety apparel;
 - Kidney belts;
 - Safety harnesses; and
 - Any other protective equipment identified.

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

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

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

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

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

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

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

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

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

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the schedule of quantities.

F1.9 EPWP contract signboard

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

F1.10 Payment matters relating to the EPWP work

F1.10.1 General

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

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

F1.10.2 Payment for labour-intensive components of the work

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

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

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

F1.11 Penalty applicable to any shortfall in the local labour content achieved

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

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated in section C1.2.2 Contract Data, Part A: Data Provided by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract. The financial penalty shall be calculated as follows:

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

where:

E is the specified minimum percentage for local labour content

E₀ is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract

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

P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause F1.3 above), only to shortfalls in the total local labour content achieved. The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the

accumulative achievements in comparison to the programmed utilisation of local labour. Failure by the Contractor to achieve the interim target shall result in the Contractor being liable for a financial penalty as prescribed in this clause.

F2. NATIONAL YOUTH SERVICE (NYS)

(NOT APPLICABLE TO THIS CONTRACT)

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

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

F2.1 The National Youth Service (NYS) programme

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

F2.2 Applicable labour laws

The work to be undertaken on this contract by unskilled or semi-skilled workers under the National Youth Service (NYS) programme shall be implemented in accordance with the same Code of Good Practice and Ministerial Determination as described in clause F1.2 above for work to be undertaken under the Expanded Public Works Programme (EPWP).

F2.3 Employer's project manager

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

F2.4 Persons to be employed under the NYS programme

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

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

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

F2.5 Contract of employment with persons employed under the NYS programme

The Contractor shall enter into a formal contract of employment with each youth employed under the NYS programme, using the pro forma contract of employment attached at the end of this Part F of section 3.3 Particular Specifications.

F2.6 Employment of NYS workers (NOT APPLICABLE)

The Contractor will be contractually obliged to:

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

During the period when they are engaged in formal classroom training (other than in-service training), the youths employed under the NYS programme shall be paid the minimum wage rate as set by the Department of Labour on an annual basis in the Ministerial Determination for the Expanded Public Works Programme, and should there be an upward adjustment in the rate the Contractor will be compensated accordingly. During the period when they are engaged in productive work activities required for elements of the Works, they shall be paid in terms of the wage rates stated in clause F1.5 above.

F2.7 Training of youth workers

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

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

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

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

The training of the NYS workers shall take place using the same training facility provided for the training of all other EPWP participants (refer to clause F4 below).

F2.8 Contractor's obligations towards persons employed under the NYS programme

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

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

F2.9 Apparel and tools for NYS workers

The content of clause F1.8 above with regard to apparel and tools for EPWP workers shall apply equally to NYS workers, except that:

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

F2.10 EPWP-NYS contract signboard

Where work takes place under the National Youth Service (NYS) programme, the NYS logo shall also be displayed on the EPWP contract signboard referred to in clause F1.9 above, indicating that this project is part of both the Expanded Public Works Programme (EPWP) and the NYS programme. All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the Bill of Quantities for this purpose.

F2.11 Payment matters relating to the NYS work

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

F3. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause F3.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause F3.2 below.

F3.1 Type of project data required per project

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

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

F3.1.1 Participant (local labour) data

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

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

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

F3.1.2 Project work data

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

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

F3.1.3 Project payment data

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

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

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

- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

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

F3.1.4 Employment output data

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

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

F3.2 Project data to be submitted with the Contractor's payment certificates

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

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer.

The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

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

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

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

F4. PROVISION OF STRUCTURED TRAINING

(NOT APPLICABLE TO THIS CONTRACT)

F4.1 Scope of structured training

In order to avoid duplication of training programmes and training facilities, all structured training, including the training described in Part G: Small Contractor Development (in those instances where Part G is included in the contract), shall be implemented, measured and paid for in accordance with the requirements of this Part F: Requirements of the Expanded Public Works Programme (EPWP).

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

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

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

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

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

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

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

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

Entrepreneurial skills training comprises both management skills training and business development skills training (also refer to G1009.9 in Part G).

Construction skills training comprises specific on-task skills training (also refer to G1009.11 in Part G).

F4.2 Training provider and trainers

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

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

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

F4.3 Skills analysis and selection of targeted EPWP participants

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

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

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

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

F4.4 Structured training programmes

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

Training courses shall commence within four months of the Contractor taking possession of the Site, and shall be completed before the Due Completion Date.

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

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

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

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

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

The structured training programmes designed by the training provider for the construction skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqa.org.za): The contractor shall develop a plan which is to be approved by the client and which will comprise units standards from the qualifications below and which are aligned to the activities occurring throughout the project:

CONSTRUCTION SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context
National Certificate: Construction: Roadworks	24173	Level 3	155	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Construction: Roadworks	24133	Level 2	120	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Occupational Health, Safety and Environment	74269	Level 2	120	This qualification is to equip learners working in any type of workplace with a broad understanding and knowledge of Occupational Health, Safety and Environmental (HSE) concepts and practices with sufficient detail to enable them to function in a safe and healthy way and to deal with health and safety problems and issues.

The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent (or the approval of the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable), and the Contractor shall, if so instructed by the Employer's Agent or the PMT, alter or amend the programmes and the course content to meet any additional needs identified.

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

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

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

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

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

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

F4.5 In-service training

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

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

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

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

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

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

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

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

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

F4.6 Training venue facility

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications.

In order to minimise the cost of transporting the learners for training, the facility shall be located in secure premises on the Site, or in close proximity thereto.

This facility shall be used to deliver all training, irrespective of whether it is delivered in terms of Part F or Part G of the Particular Specifications.

The facility shall accommodate a class of up to 25 learners and shall comprise the following:

(a)	Lecture room (interior area)	=	48 m ²
(b)	Ablutions (male)	=	6 m ²
(c)	Ablutions (female)	=	6 m ²
(d)	Chairs for learners (individual chairs, with backs)	=	25 off
(e)	Desk area for 25 learners (500 mm width)	=	12,5 m ²
(f)	Chairs for trainers and management (individual chairs, with backs)	=	5 off
(g)	Table area for trainers and management	=	3 m ²
(h)	220/250 volt power points	=	6 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=	6 off
(j)	Single incandescent light fittings complete with 100 watt globes	=	4 off



(k)	Wash hand basins complete with taps and drains	=	4 off
(l)	Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	=	2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	4 off
(n)	Voltage stabilizers	=	2 off
(o)	Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells	=	2 off
(p)	White boards (3 m x 1,5 m)	=	1 off
(q)	Venetian blinds	=	12 m ²

**F5. MEASUREMENT AND PAYMENT
(NOT APPLICABLE TO THIS CONTRACT)**

Item	Unit
F5.01 Provision of the training venue facility, including the cost of transporting the learners to and from this facility.....	lump sum (Sum)

The tendered lump sum for subitem F5.01 shall include full compensation for the provision of the training venue facility complete and serviced as specified, including for the provision of power, water, sewerage and cleaning services for the duration of the contract, for lighting, power points and voltage stabilizers, for air conditioning, blinds, fire extinguishers, floodlights, furniture and whiteboards, for the provision of security at the facility, for all other costs necessary to maintain the facility for the duration of the contract, and for the removal of the facility on completion of the contract.

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

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

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

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

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

Item	Unit
F5.02 Training of learners employed by the main contractor or by the Targeted Enterprise subcontractors:	
(c) Construction skills:	
(i) Training costs.....	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem F5.02(c)(i) above.....	percentage (%)

Expenditure under subitems F5.02(a)(i), (b)(i), (c)(i) and (d)(i) shall be in accordance with clause 6.6 of the General Conditions of Contract 2015.

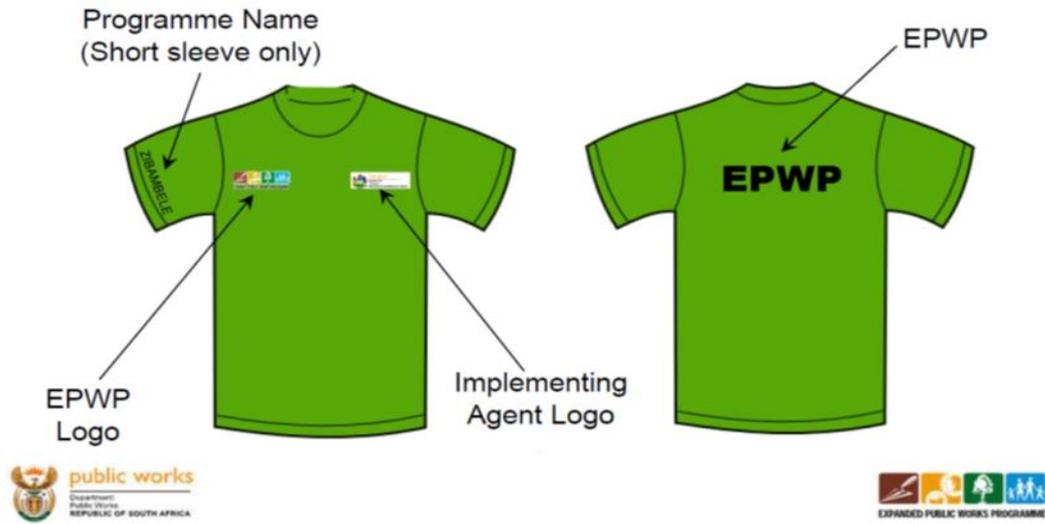
The provisional sum for each of subitems F5.02(a)(i), (b)(i) and (c)(i) is provided to cover the total costs of the required training in generic, entrepreneurial and construction skills respectively, including for the procurement of the services of the accredited trainers and their delivery of the training courses to the learners, the provision of all training materials including all stationery and study materials, the wages of the learners for the duration of the courses including the associated COIDA and UIF payments, and the provision of any tools and PPE that may be required during those courses incorporating practical training modules. The payment of wages to learners in terms of subitems F5.02(a)(i), (b)(i) and (c)(i) will only be made to those learners who attend and successfully complete each course of the approved training programme. Payment shall not be made to learners who, once selected, do not attend or only partially complete structured training courses.

The tendered percentage for each of subitems F5.02(a)(ii), (b)(ii) and (c)(ii) is the percentage of the amount actually spent under each of subitems F5.02(a)(i), (b)(i) and (c)(i) respectively, and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of the training in generic, entrepreneurial and construction skills respectively, including for the costs of record keeping and reporting with respect to the training received by each learner, and the costs of the compilation of the portfolio of evidence (refer to G1009.7 in Part G) with respect to each Targeted Enterprise subcontractor.

The provisional sum for subitem F5.02(d)(i) is provided to cover all costs related to the transportation and accommodation costs of selected learners only, while receiving off-site training, where such learners have been specifically selected to receive such off-site training and where such training cannot be delivered using the training venue facility provided by the Contractor in terms of subitem F5.01.

The tendered percentage for subitem F5.02(d)(ii) is the percentage of the amount actually spent under subitem F5.02(d)(i), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the transportation and accommodation costs of selected learners only, while receiving off-site training.

T-Shirt/Overall/Safety Vest Branding



Logo Options

Implementing Agent Examples

National Projects

Provincial Department Projects

Municipal Projects

PLEASE VERIFY WHICH LOGO NEEDS TO USED

EPWP LOGO

EXPANDED PUBLIC WORKS PROGRAMME

The Logo shall not be disproportionately stretched. A monochrome black logo may be used on approval only.

The above logo is the current logo. Logos with green text below the words EXPANDED PUBLIC WORKS PROGRAMME are old logos and should not be utilised.

Printing on PPE

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

- Implementer's Logo (printed or embroidered) on the left front pocket location ie over the heart position. (full colour)
- EPWP logo on the right front pocket (printed or embroidered) location (full colour)
- The letters EPWP on the back of the PPE in BLACK
- The program name eg Vuk'uphile is to be printed on the right sleeve of short sleeved apparel and need not be placed on long sleeved apparel.
- Where required, lime green safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the use of high visibility vests is mandatory.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.



REPUBLIC OF SOUTH AFRICA



EXPANDED PUBLIC WORKS PROGRAMME



Contractor's
Logo



EXPANDED PUBLIC WORKS PROGRAMME

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

EPWP CONTRACT OF EMPLOYMENT between

Employer Details

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

And

Employee Details

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

Employment Details

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

Special Conditions

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

Acceptance

Employer Name:	Employer Signature:	Employee Name:	Employee Signature:
Witness 1 Name:	Witness 1 Signature:	Witness 2 Name:	Witness 2 Signature:

APPENDIX E – Conditions of Service

1. Introduction

1.1. This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

1.2. In this document –

- a) "department" means any department of the State, implementing agent or contractor;
- b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on an EPWP;
- c) "worker" means any person working in an elementary occupation on an EPWP;
- d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
- f) "task" means a fixed quantity of work;
- g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- i) "time-rated worker" means a worker paid on the basis of the length of time worked.

2. Terms of Work

- 2.1. Workers on an EPWP are employed on a temporary basis.
- 2.2. A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- 2.3. Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

- 3.1. An employer may not set tasks or hours of work that require a worker to work–
 - a) more than forty hours in any week
 - i. on more than five days in any week; and
 - ii. for more than eight hours on any day.
- 3.2. An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3. A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

- 4.1. A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2. An employer and worker may agree on longer meal breaks.
- 4.3. A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4. A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

- 5.1. A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2. A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6. Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

8. Work on Sundays and Public Holidays

- 8.1. A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2. Work on Sundays is paid at the ordinary rate of pay.
- 8.3. A task-rated worker who works on a public holiday must be paid –
 - a) the worker's daily task rate, if the worker works for less than four hours;
 - b) double the worker's daily task rate, if the worker works for more than four hours.
- 8.4. A time-rated worker who works on a public holiday must be paid –
 - a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9. Sick Leave

- 9.1. Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2. A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3. A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4. Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5. An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6. An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7. An employer must pay a worker sick pay on the worker's usual payday.
- 9.8. Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - a) absent from work for more than two consecutive days; or
 - b) absent from work on more than two occasions in any eight-week period.
- 9.9. A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10. A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

Employer	Employee
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10. Maternity Leave

- 10.1. A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5. A worker may begin maternity leave –
 - a) four weeks before the expected date of birth; or
 - b) on an earlier date –
 - i. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - ii. if agreed to between employer and worker; or
 - iii. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

11. Family responsibility leave

- 11.1. Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
 - a) when the employee's child is born;
 - b) when the employee's child is sick;
 - c) in the event of a death of –
 - i. the employee's spouse or life partner;
 - ii. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12. Statement of Conditions

- 12.1. An employer must give a worker a statement containing the following details at the start of employment –
 - a) the employer's name and address and the name of the EPWP;
 - b) the tasks or job that the worker is to perform; and
 - c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - d) the worker's rate of pay and how this is to be calculated;
 - e) the training that the worker will receive during the EPWP.
- 12.2. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3. An employer must supply each worker with a copy of these conditions of employment.

13. Keeping Records

- 13.1. Every employer must keep a written record of at least the following –
 - a) the worker's name and position;
 - b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - c) in the case of a time-rated worker, the time worked by the worker;
 - d) payments made to each worker.
- 13.2. The employer must keep this record for a period of at least three years after the completion of the EPWP.

14. Payment

- 14.1. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2. A task-rated worker will only be paid for tasks that have been completed.
- 14.3. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4. A time-rated worker will be paid at the end of each month.
- 14.5. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6. Payment in cash or by cheque must take place –
 - a) at the workplace or at a place agreed to by the worker;
 - b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - c) in a sealed envelope which becomes the property of the worker.
- 14.7. An employer must give a worker the following information in writing –
 - a) the period for which payment is made;
 - b) the numbers of tasks completed or hours worked;
 - c) the worker's earnings;
 - d) any money deducted from the payment;
 - e) the actual amount paid to the worker.
- 14.8. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- 14.9. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15. Deductions

- 15.1. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3. An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4. An employer may not require or allow a worker to –
 - a) repay any payment except an overpayment previously made by the employer by mistake;
 - b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - c) pay the employer or any other person for having been employed.

16. Health and Safety

- 16.1. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2. A worker must –
 - a) work in a way that does not endanger his/her health and safety or that of any other person;
 - b) obey any health and safety instruction;
 - c) obey all health and safety rules of the EPWP;
 - d) use any personal protective equipment or clothing issued by the employer;
 - e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17. Compensation for Injuries and Diseases

Employer	Employee
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- 17.1. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2. A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3. The employer must report the accident or disease to the Compensation Commissioner.
- 17.4. An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18. Termination

- 18.1. The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2. A worker will not receive severance pay on termination.
- 18.3. A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5. A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19. Certificate of Service

- 19.1. On termination of employment, a worker is entitled to a certificate stating –
 - a) the worker's full name;
 - b) the name and address of the employer;
 - c) the EPWP on which the worker worked;
 - d) the work performed by the worker;
 - e) any training received by the worker as part of the EPWP;
 - f) the period for which the worker worked on the EPWP;
 - g) any other information agreed on by the employer and worker.Either party can terminate this agreement with four weeks written notice. In the case where an employee is illiterate notice may be given by that employee verbally.

Employer	Employee
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EPWP DATA COLLECTION TOOL TEMPLATE
(PRO FORMAS OF MICROSOFT EXCEL SPREADSHEETS)

EPWP REGISTRATION FORM		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	<i>Generated by the system</i>	
Project Name	<i>The name of the project</i>	
Project Reference Number	<i>Contract number</i>	
Project description	<i>Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project</i>	
Duration		
Project Start Date	<i>Planned Start date of the particular contract</i>	
Project End Date	<i>Planned End date of the particular contract</i>	
Estimated Budget	<i>Overall Contract budget (excluding professional fees) for Current Financial Year</i>	
Project Location		
Province	<i>In which province is the project implemented?</i>	GAUTENG
District Municipality	<i>Under which District Municipality does this project falls?</i>	
Local Municipality	<i>Under which Local Municipality does this project falls?</i>	
Latitude (in decimal format)	<i>Is generated by the system</i>	
Longitude (in decimal format)	<i>Is generated by the system</i>	
Project Location per site		
Locality name	<i>Where exactly is the project implemented? (Ward name)</i>	
Subplace	<i>Town / Village</i>	
Ward	<i>The project site is located in which ward?</i>	
Government facility	<i>Landmark near the project (Post office/school/clinic/library)</i>	
Spatial Data Type	<i>Geopoint (structure)/ Line (road)/ Polygon(area)</i>	

Site physical address	<i>Physical address of the site office</i>	
Public Body Details		
Public body sphere	<i>In which sphere is the project implemented? (National, Provincial or Municipal)</i>	Provincial
Reporting public body that is the project owner (and will report on the project)	<i>Which Institution or Department that owns / approved this project (Education, Health, City of Tshwane Metro etc.)</i>	LESEDI LOCAL MUNICIPALITY
Department in the Public body that is responsible for the project	<i>Which department /unit is responsible for this project? (e.g. Roads & storm water, Education, Community safety etc.)</i>	LESEDI LOCAL MUNICIPALITY
Implementing public body type	<i>In which sphere is this project implemented? (Metro,Distr,Mun, National or Provincial Dept.)</i>	Provincial
Public body that will implement the project	<i>Which institution that implements the project?</i>	LESEDI LOCAL MUNICIPALITY
Project Implementation		
Is this the project on the municipal IDP	Yes / No	N/A
IDP reference number allocated to the project	<i>The number reflected in your Municipal IDP document</i>	N/A
EPWP Details		
EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)</i>	Infrastructure
EPWP Programme	<i>The project is implemented under which programme?</i>	
EPWP Sub Programme	<i>The project is implemented under which sub-programme?</i>	
EPWP BUSINESS FORM		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	<i>Generated by the system</i>	
Project Name	<i>The name of the project</i>	
Project Reference Number	<i>Contract number</i>	
Project	<i>Full description of what is happening in the project (as per the appointment letter) and the community</i>	

description	<i>benefiting from the project</i>	
Duration		
Project Start Date		
Project End Date		
Estimated Budget	<i>Project Budget</i>	
Project Location		
Province		LESEDI
District Municipality	<i>Under which District Municipality does this projects falls</i>	
Local Municipality	<i>Under which Local Municipality does this projects falls</i>	
Latitude (in decimal format)	<i>GPS coordinates</i>	
Longitude (in decimal format)		
Public Body Details		
Public body sphere	<i>Such as Municipal or Provincial</i>	Provincial
Reporting public body that is the project owner (and will report on the project)	<i>Which Department approved the project in (education, Health etc.)</i>	LESEDI LOCAL MUNICIPALITY
Department / Unit in the Public body that is responsible for the project	<i>Which Department budgeted for the project e.g. Education, Health Directorate</i>	LESEDI LOCAL MUNICIPALITY
Implementing public body type	<i>Example(Local Municipality, Distr. Mun or Provincial Dept.</i>	Provincial
Public body that will implement the	<i>Infrastructure, Environment or Social</i>	LESEDI LOCAL MUNICIPALITY

project		
Is this project on the Municipal IDP	<i>Municipal projects</i>	N/A
IDP reference number allocated to the project		N/A
EPWP Details		
EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)</i>	Infrastructure
EPWP programme	<i>The project is implemented under which programme?</i>	
EPWP Sub Programme	<i>The project is implemented under which sub-programme?</i>	
Budget Amount-(Allocations for the project duration)		
Funding Body	<i>Which Dept. is funding the project</i>	LESEDI LOCAL MUNICIPALITY
Funding Year	<i>Financial year/s for the project</i>	
Total Budget Amount	<i>(Exclude Professional Fees)</i>	
Incentive Grant(e.g. landcare / EPWP grant)	<i>Grant funding received</i>	
Total wages paid for the duration of the projects	<i>What amount will be spent on wages during the duration of the project</i>	
Wage Rate	<i>Daily Wage rate to be paid during productive work</i>	
Stipend Rate	<i>Daily wage rate to be paid during training</i>	
UIF	<i>The amount being paid to UIF (if applicable)</i>	
COIDA	<i>The amount being paid to COIDA(if applicable)</i>	
Training	<i>What amount will be spent on training</i>	
Administration	<i>The Administration costs</i>	
Equipment and materials	<i>Budget for Materials and Equipment</i>	
Other	<i>If other where chosen describe the other Such as</i>	

	<i>Professional fees)</i>	
Describe other		
Project Outputs and Training		
Planned Primary Output	<i>eg walkways, gabions, kerb * channel, km of road constructed</i>	
Description of Planned Primary Output	<i>Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc</i>	
Unit of measure of primary output	<i>Eg. m, m², m³, km, no, ha etc</i>	
Planned primary output quantity	<i>Specify the quantity of output planned</i>	
Number of persons to be trained	<i>How many persons are targeted for on job training</i>	



Contact person		
Title	<i>Person responsible for the Project in the Public Body (Project Manager)</i>	
Initials		
First Name		
Surname		
Email		
Tel (Office)		
Fax Number		
Cell Number		
Physical Address 1		
Physical Address 2		
Physical Address 3		
Physical Address 4		
Postal Address 1		
Postal Address 2		
Postal Address 3		
Postal Address 4		
Position of person		

EPWP Monthly Progress Form		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	full descripton of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Project Name	The name of the project	
Project Reference Number	Contract number	
Project description	Full descripton of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Month		
Reporting Month		April
Budget Expenditure		
Cumulative Expenditure Amount	What is the Overall amount spend on this project?	
Current Expenditure Amount	What is the amount spend including all grants for this month?	
Wages	How much paid on wages for this month only?	
UIF	How much paid on UIF for this month only?	
COIDA	How much paid on COIDA for this month only?	
Stipends for training	Amount paid to participants whilst on training (this month only)	
Amount spent on service providers for training	How much paid to service providers for training for this month only?	
Training	Total Cost of training for this month? (number captured on ERS)	
Administration	How much paid on administration for this month only?	
Equipment and materials	How much paid on equipment and materials for this month only?	
Other	How much paid on other?	
Describe other	Be specific e.g. Consulting fees, Transport etc.	
Project output description	Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of,	

	kms, ha, sqms etc	
Unit of measure of primary output	Eg. m, m ² , m ³ , km, no, ha etc	
Cumulative primary output achieved	Since the onset of the project	
Quantity Achieved	enter numeric output for this month only	
Percentage achieved	How much work done / achieved in percentages?	
EPWP Branding		
Branding compliant	Yes / No	
Date that the branding was provided	When was the project branded?	
Has a photo of project branding been provided?	Yes / No	
First name of Official Who Branded Project	Official Name	
Surname of Official Who Branded Project	Official Surname	
Phone number of official who erected branding for the project	Official contact number	
Give the public body reference and name, and organisational details of the person that provided branding.	Public body details (reference & name)	

PART D: SMALL CONTRACTOR DEVELOPMENT

G1001 SCOPE

This section covers construction aspects relating to the processes by which the construction industry develops emerging small contractors.

In terms of this contract, the Contractor shall effect such development by subcontracting portions of the Works to Targeted Enterprises (as defined in clause G1002(a) below) such that the combined accumulated monetary value of the work undertaken and achieved by such Targeted Enterprises equals or exceeds the monetary value of the target set by the Employer for such work.

G1002 DEFINITIONS AND APPLICABLE LEGISLATION

(a) Definitions

Unless inconsistent with the context, in these specifications the following terms, words or expressions shall have the meanings hereby assigned to them:

Contract Participation

Contract Participation in terms of this contract is a process by which the Employer implements Government's objectives by setting a target relating to small contractor development which the Contractor shall achieve as a minimum.

Contract Participation Goal (CPG)

Contract Participation Goal is the monetary value of the target set by the Employer in the Contract Participation process.

Contract Participation Performance (CPP)

Contract Participation Performance is the measure of the Contractor's progress in achieving the CPG.

Targeted Enterprise

A Targeted Enterprise is any company engaged by the Contractor as a subcontractor and which is registered with the Construction Industry Development Board (CIDB) in a contractor grading designation equal to 1CE or 2CE or 3CE or 4CE or 5CE or 6CE and which is also registered by the CIDB as Potentially Emerging (PE).

The CPG scope in terms of Part G of this contract has been reserved for execution using only the following prescribed minimum numbers of Targeted Enterprise subcontractors registered with the CIDB in each of the contractor grading designations indicated:

Grade 1CE-5CE (minimum of 2 x Targeted Enterprise subcontractors prescribed)

Areas other than construction may, in addition, be utilised to achieve the minimum subcontracting goals required by this tender, and these may include, amongst others, materials, training, and security.

Ownership of the Targeted Enterprise must be a minimum of 51% from the following groups - African, Black Women, Black Youth, Physically impaired, Military Veterans.

A minimum of one subcontractor must be 51% owned by a Targeted Enterprise from each of the following groups - African, Black Women, Black Youth, Physically impaired, Military Veterans.

The Targeted Enterprise must be based in the Local Municipality (and ideally within the relevant ward) as determined by the Central Supplier Database (CSD).

The Targeted enterprise must have a valid level 1 to 3 B-BBEE certificate.

The sum of all subcontracting to subcontractors with a B-BBEE level lower than the main contractor may not exceed 25%.

Targeted Enterprises must be registered on the Central Supplier Database (CSD), tax compliant, and compliant with all other CSD verifications.

(b) Applicable Legislation

The following Acts, as amended from time to time, are predominant amongst those which apply to the construction industry and are listed here for reference purposes only:

- The Constitution of South Africa;
- Public Finance Management Act No. 1 of 1999;
- Preferential Procurement Policy Framework Act No. 5 of 2000;
- Construction Industry Development Board Act No. 38 of 2000;
- Broad-Based Black Economic Empowerment Act No. 53 of 2003.

G1003 CONTRACT PARTICIPATION

(a) Objective

Government's objective for this contract in terms of its broad-based black economic empowerment initiatives is to develop emerging small contractors that qualify as Targeted Enterprises as defined above.

(b) Contract Participation Targets

Contract participation is the process by which the Employer implements Government's objectives. The Employer sets a target for construction by specified entities, the rand value of which is based on the services and work undertaken by the specified entities. The target rand value will be measured as that specified target percentage of the Contractor's final certified value of work completed (excluding CPA and VAT) measured at the date of issue of the Certificate of Completion. The Contractor is obliged to commit to or exceed the target stated in section C1.2.2 Contract Data, Part A: Data Provided by the Employer.

(c) Contract Participation Goal (CPG)

The CPG is the monetary value of the target set by the Employer and will be calculated as follows:

CPG = final contract value (excluding CPA and VAT) x (target % set by the Employer for Targeted Enterprises)

The final contract value is the total value of certified work measured at the date of issue of the Certificate of Completion.

The value of the Provisional Sums scheduled under item G10.02 of Part G of the schedule of quantities shall not necessarily make up the full value of the works required to meet the CPG target set by the Employer. It is the Contractor's responsibility to assess the work required to meet the CPG target and, if necessary, to engage Targeted Enterprises to execute work on the main contract as well to ensure that the CPG target is achieved.

(d) Contract Participation Performance (CPP)

The CPP is the monetary value of the Contractor's actual progress towards achievement of the CPG calculated as follows:

CPP = total value (excluding CPA and VAT) of contribution by Targeted Enterprises

The Contractor's Contract Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the CPG.

The basis of monitoring shall be the levels of the individual contributions for Targeted Enterprises. Monthly returns, in a format approved by the Employer, are required from the Contractor and shall be submitted with each interim payment certificate. Failure to adhere to this requirement shall result in the delay of any payment due until the Employer's Agent confirms that the information has been received.

To assist in the measurement of CPP, the Contractor shall include in his contract programme details of how he will achieve the CPG. This shall include CPG achievement details for both the specific work indicated for CPG in terms of this contract for completion by Targeted Enterprises as well as details for any other work that the Contractor may use towards achieving the CPG. The detail shall be provided not later than one month after the Employer's Agent has accepted the original construction programme and shall be updated with every subsequent revision of the programme.

In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal (CPG) is due to quantitative under runs, the elimination of items contracted to Targeted Enterprises, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a penalty as prescribed in clause SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract. The penalty shall be calculated as follows:

$$\begin{aligned} \text{Penalty} &= 5\% \text{ of the monetary value by which the achieved monetary value (CPP) falls short of the target} \\ &\text{monetary value (CPG)} \\ &= 5\% \text{ of (CPG - CPP)} \end{aligned}$$

The penalty shall be applied on a pro rata basis according to a monthly evaluation of achievements against the programmed utilisation.

(e) Accredited Registration

CPP for Targeted Enterprises shall only be accepted if the respective Targeted Enterprises for which services or work is being claimed as having been performed are registered with the CIDB in one of the defined categories. In addition, documentary evidence that such Targeted Enterprises are registered with the South African Revenue Services (SARS) shall be lodged with the Employer's Agent before the work or service may be considered as having been performed by a Targeted Enterprise. The responsibility for producing evidence of such registration documentation shall rest with the Contractor.

(f) Record keeping and Portfolio of Evidence

The Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each Targeted Enterprise's progress during construction, starting from the award of a subcontract to a Targeted Enterprise until the successful completion of the subcontract work or termination of the subcontract.

The Contractor shall keep comprehensive records of the training given to each trainee and, at the successful completion of each training course, each trainee shall be issued with a certificate indicating the course content as proof of attendance and completion. The Contractor shall keep a register of certificates issued. Whenever required, the Contractor shall provide copies of such records to the Employer's Agent.

The Contractor is also required to develop and/or maintain a portfolio of evidence for each Targeted Enterprise as described in clause G1009.7 below.

G1004 TENDER PROCESS FOR TARGETED ENTERPRISE SUBCONTRACTOR PROCUREMENT

The Contractor shall refer to the schedule of quantities contained in these Particular Specifications and to any other construction activities required to execute the Works in terms of this contract to determine how he intends to unbundle or package specific subcontracts for Targeted Enterprises and shall present his proposal to the Engineer for approval.

The Contractor shall be responsible for compiling the tender documents that will enable him to engage the Targeted Enterprises.

In compiling the subcontract tender documents, the Contractor shall also include in each tender document any Tender Rules that may be relevant, and shall also include the proposed subcontract agreement. The Contractor shall compile each subcontract tender document in such a manner that it shall facilitate the achievement of all objectives and principles pertaining to the development of the Targeted Enterprises.

Draft tender documents invites tenders from Targeted Enterprises, who will be invited in consultation with the local PLC.

The contractor shall conduct a compulsory briefing session to explain the Works required and the tender process to the Targeted Enterprises.

Tenders for the subcontracted works must close at a stipulated time and date. Tenders shall be placed in a suitable formal Tender Box of design approved located at the Contractor's site office.

The Contractor shall evaluate the tenders and shall submit the tender adjudication report for each subcontract to the Engineer for review prior to award of each subcontract.

It shall be a condition of tender that the subcontractors appointed as Targeted Enterprises are registered with the Construction Industry Development Board (CIDB) in a contractor grading designation equal to 1CE or 2CE or 3CE or 4CE or 5CE or 6CE and are also registered by the CIDB as Potentially Emerging (PE).

It shall also be a condition of tender that Targeted Enterprises shall include in their tender submission the following documentation:

1. Valid letter of good standing from the Department of Labour.
2. A tax compliance status report.
3. A BEE verification certificate
4. Bank account details certified by the bank.
5. Certificate of registration of the tenderer in the required CIDB contractor grading designation, confirming the tenderer's registration Status as "Active" at the closing date of tender.

The tender documents shall also contain the proposed subcontract agreement in accordance with clause G1007.1.

G1006 general responsibilities of the contractor towards TARGETED ENTERPRISE SUBCONTRACTORS

(a) Obligations

The Contractor shall ensure that he complies with the following obligations:

- (i) institute a quality assurance system;
- (ii) provide adequate training, coaching, guidance, mentoring and assistance to Targeted Enterprises;
- (iii) provide financial support and other assistance to ensure that the Targeted Enterprises are able to meet their obligations and commitments with respect to their subcontracts, including acquisition of labour, equipment and materials; and
- (iv) ensure that the contract participation goals and objectives are achieved.

G1007 management of targeted enterprise subcontracts

The Contractor shall conclude the subcontract agreements, and provide the necessary management support to the Targeted Enterprise subcontractors. Failure by a Targeted Enterprise subcontractor to comply with the terms and conditions of the subcontract agreement shall result in penalties being applied or the subcontract terminated.

G1007.1 Compilation of Subcontract conclusion agreement

- (a) The Contractor in liaison with the PMT shall be responsible for the conclusion of each subcontract agreement. The agreement shall be in accordance with the provisions of subclause 4.4 of the General Conditions of Contract for Construction Works 3rd Edition 2015 and shall be consistent with the terms and conditions in this contract. The agreement shall be subject to approval by the Project Management Team.
- (b) The terms and conditions of the subcontract agreement shall also specify the following:
 - (i) an entitlement of the Targeted Enterprise subcontractor to receive such training as is contemplated in this contract;

- (ii) an obligation on the Targeted Enterprise subcontractor to participate and co-operate in such training as is provided for in this contract;
- (iii) the allowable sources from which workers may be drawn in terms of the contract;
- (iv) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract;
- (v) the training to be provided to the workers; and
- (vi) the terms and conditions relating to payment of the Targeted Enterprise subcontractor. Such terms and conditions shall also include a clause stipulating that payment to a Targeted Enterprise subcontractor for work done shall be made within 30 days of the submission of the invoice by the Targeted Enterprise subcontractor to the Contractor. In the event of failure by the Contractor to make the payment by the due date, he shall pay to the Targeted Enterprise subcontractor interest, at the prime overdraft rate charged by the Targeted Enterprise subcontractor's bank, compounded monthly, on all overdue payments from the date on which the same should have been paid to the date when payment is effected, without prejudice to the Targeted Enterprise subcontractor's other rights under the contract or by law.

G1007.2 Quality of work and performance of the subcontractor

- (a) The Contractor shall closely monitor and supervise all Targeted Enterprises and shall train, mentor, guide and assist each Targeted Enterprise in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning of the works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. The extent and level of such training, mentoring, guidance and assistance to be provided by the Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the Targeted Enterprise to achieve the successful execution and completion of their subcontract.
- (b) The Contractor shall closely monitor and supervise all Targeted Enterprises and shall give reasonable warning to the Targeted Enterprise when any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the Targeted Enterprise reasonable opportunity to make good any such contravention, or to avoid such contravention, and shall render all reasonable assistance to the Targeted Enterprise in this regard.

G1007.3 Dispute avoidance and resolution procedures

- (a) When taking any disciplinary action or imposing a penalty as provided for in the subcontract, the Contractor shall explain fully to the Targeted Enterprise that such actions are provided for in the subcontract. If such action is contemplated this shall be discussed with the PMT before any action is taken.
- (b) If the subcontractor, in the opinion of the Employer's Agent, fails to comply with any of the criteria listed below, the Employer's Agent shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer. The criteria are as follows:
 - (i) acceptable standard of work as set out in the specifications;
 - (ii) progress in accordance with the time constraints in the subcontractor's tender document;

- (iii) punctual and full payment of the workforce and suppliers;
- (iv) site safety; and
- (v) accommodation of traffic.

(c) The subcontractor shall have 21 days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Employer's Agent, with the exception of the above subclauses (b)(iv) and (v) for which the reaction time shall be in accordance with the relevant specifications for those aspects of the Works but shall not be longer than 24 hours.

Failure by the subcontractor to comply with deadline set, will be sufficient grounds for the Contractor to apply a penalty, or terminate the subcontract provided that the PMT is satisfied that the Contractor has made every effort to correct the performance of the subcontractor.

(d) The Targeted Enterprise shall have the right to dispute any ruling given or deemed to have been given by the Contractor, Employer's Agent or Employer. Provided that, unless the Targeted Enterprise shall, within 21 days after his receipt of a ruling or after a ruling shall have been deemed to be have been given, give written notice (hereinafter referred to as a Dispute Notice) to the Contractor, referring to this clause, disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said notice.

G1008 specific work to be carried out by targeted enterprise subcontractors

For this particular contract, the following listed work has been identified in terms of this Particular Specification, Part G, as suitable for execution by Targeted Enterprises in order to assist the Contractor in achieving his CPG:

1. Clearing and grubbing.
2. Construction and clearing of drains.
3. Installation of prefabricated culverts including inlet and outlet structures.
4. Concrete channelling and concrete linings for open drains.
5. Pitching, stonework and protection against erosion.
6. Construction of gabions.
7. The establishment and maintaining of a material crushing plant on site
8. Erection of road signs.
9. Finishing the road and road reserve.
10. Other work identified by the Employer to be executed in the community area.

G1011 MEASUREMENT AND PAYMENT

Note:

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

Item	Unit
G11.01 Procurement of Targeted Enterprise subcontractors as described in Part G:	
(a) Contractor's charge for the management and execution of the procurement process for Targeted Enterprise subcontractors:	
(i) Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors (5 x individual tenders <u>prescribed</u> , 2 copies of the tender document required for each individual tender).....	number (No)

The unit of measurement shall be the number of individual subcontract agreements concluded with Targeted Enterprise subcontractors in accordance with the procurement process described in this Part G.

Each tendered rate shall be in full compensation for the management and execution of the Targeted Enterprise procurement process in the relevant CIDB contractor grading designation scheduled, including for the compilation, printing, binding and issue of the tender documents for each tender, for the advertising of each tender, for the provision of the venue and the conducting of each compulsory briefing session for tenderers, for the conducting of each tender opening process, for the adjudication of the tenders received for each tender, for the preparation of each tender adjudication report and the review thereof in conjunction with the PMT, for the award of each tender and for the conclusion of the subcontract agreement with each successful Targeted Enterprise tenderer.

Add the following new payment item

Item	Unit
G11.04 Penalties:	
(a) Fixed penalty for non-compliance for Contract Participation Goals requirements per occurrence requirements per occurrence.....	No

A fixed penalty deduction will be calculated in accordance with item G11.04(a)

C4: SITE INFORMATION

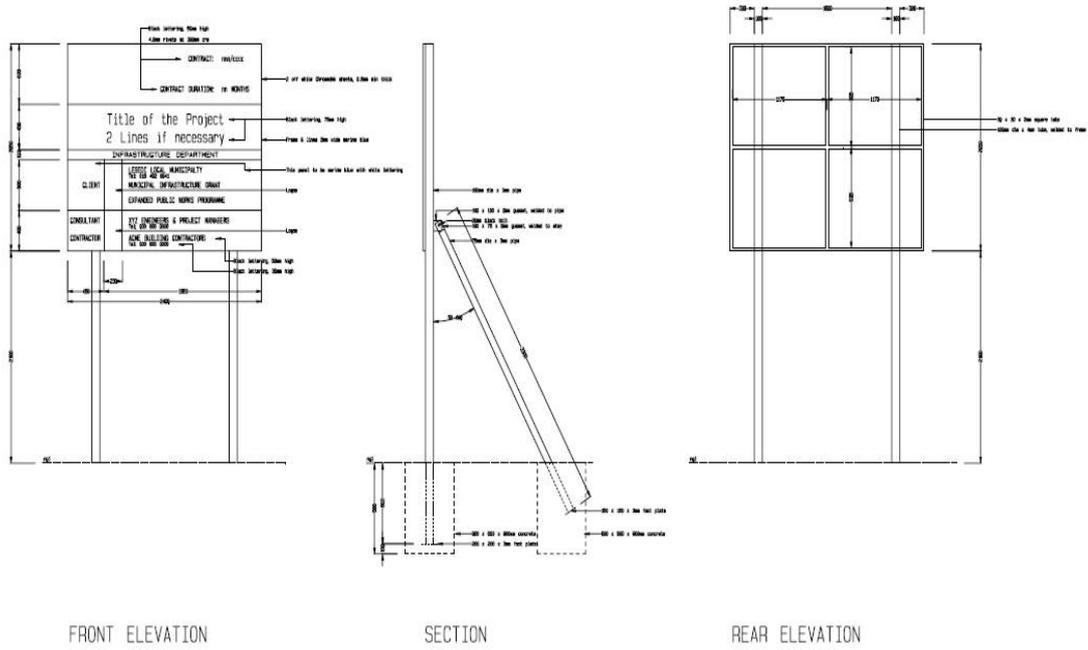
C4.1 LOCALITY PLAN

The proposed sites are located in Heidelberg, Ratanda, Jameson Park and Devon

!

C4.2 TYPICAL SIGNBOARD DETAIL

PROJECT BOARD



FULL DESIGN DETAILS AND DIMENSIONS OF THE SIGNBOARD WILL BE PROVIDED PRIOR TO CONSTRUCTION COMMENCEMENT

C4.3 EXISTING SERVICES REPORT

1. Location of services

The known services on the site include: Electrical Infrastructure, Communication Infrastructure, Water Infrastructure.

The following services are scheduled for relocation under this contract: As above.

It is also expected that unknown buried domestic services crossings requiring relocation or protection may be encountered along the route as the work proceeds. The Contractor shall therefore make every effort to establish the location of any such unknown services in a particular area prior to excavations commencing in that area. Such efforts shall include the Contractor conducting a thorough visual surface inspection for services in the area, and also diligently enquiring of local landowners as to whether there are any known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Employer's Agent immediately. Exploratory hand excavation trenching work shall be carried out where necessary to establish the exact position of buried services.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

2. Liaison with service owners

Immediately after the site has been handed over to the Contractor and prior to the commencement of any construction work on the site, the Contractor shall arrange a meeting with the relevant authorities to establish the exact location of the various services affected (if any), to plan the necessary services relocations (if required) and to obtain contact details for the service owners' technical and emergency staff.

Where services relocations are required, the Contractor shall arrange regular planning meetings with the service owners until such time as the services have been relocated and commissioned and the existing services uplifted and removed.

3. Protection of existing services

Prior to the commencement of any construction work on the site, the Contractor shall establish markers at 50 m centres (or closer where necessary), clearly delineating the routes traversed by the services within the road reserve as confirmed by the service owners.

Excavation operations shall commence only after the existing services within or in the near vicinity of the excavations have been suitably protected against damage.

The Contractor shall take particular care when carrying out blasting, pneumatic or mechanical breaking, and general excavation operations in the vicinity of the services, and subcontractors, foremen and plant operators shall be fully briefed on precautionary measures to be taken before excavation commences in these areas.

As the construction takes place within a built up area, extreme care is to be taken during any blasting operations. No blasting shall be permitted without prior written consent from the Engineer. Written as well as verbal notice will be given to all house owners in the affected area 24 hours prior to the blast being set off, and the contractor is to do a survey of all the houses (internal and external) in the area prior to blasting.

A full daily report of all blasting operations (in duplicate) is to be completed by the Contractor.

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

This report is to be submitted to the Engineer on a weekly basis, and is to be countersigned by the Engineer. The contractor is to be noted that he is not to use or permit any person to use an explosive powered tool, unless

(a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and

(b) the firing mechanism is so designed that the explosive powered tool will not function unless

(i) it is held against the surface with a force of at least twice its weight; and

(ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions. During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have

been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

Before any tree is cut down and removed from the site, the Contractor shall confirm the necessity of such action with the Engineer or his Representative.

4. Relocation of services

Should any services need to be relocated, the Contractor shall be required to assist the service owner with programming, organising and carrying out the relocation work, in order to minimise any delays in the construction.

5. Payment for the services relocation work

A provisional sum has been provided under section 1200 of the schedule of quantities to cover the costs of any protection, relocation, realignment, removal or replacement of services that may arise.

PART 2: PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS

SECTION 1100: DEFINITIONS AND TERMS

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE

SECTION 1500: ACCOMMODATION OF TRAFFIC

SECTION 3900: PATCHING AND REPAIRING EDGE BREAKS

SECTION 4200: ASPHALT BASE AND SURFACING

SECTION 8200: QUALITY CONTROL (SCHEME 1)

PS7 FEATURES REQUIRING SPECIAL ATTENTION

PS7-1 Existing services (Subclause 5.1.2 of SABS 1200 D)

PS7-1.1 General

A number of services, consisting mainly of fences, drainage, water and sewer pipelines varying in diameter of 75 mm to 400 mm, Telkom cables, LT and HT electric power cables and overhead lines will be encountered en route. Every endeavor has been made to indicate the location and depth of the affected services on the drawings.



LESEDI LOCAL MUNICIPALITY

TENDER NO. 10/2025

**REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND
WHEN**

REQUIRED BASIS.

PART C4: SITE INFORMATION

LESEDI LOCAL MUNICIPALITY

CONTRACT No.: 10/2025

FOR

REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.

PART C4: SITE INFORMATION

SITE INFORMATION

1 LOCATION OF SITES

STATUS OF DOCUMENTATION:

Should there be any discrepancy between the various documentation that governs this Bid (whether issued or not), the order of precedence shall be:

1. The drawings issued for construction purposes,
2. The Schedule of Quantities,
3. The specific specifications, i.e. the variations to the standard specifications,
4. This Project Specification, and lastly
5. The standard specifications referred to.

BID CHECKLIST

This list is aimed at assisting all bidders to submit complete bid documents.

Bidders are to check the following points before the submission of their tender document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned. If any of the items are marked as NO – it might lead to the disqualification of your bid.

ITEM	DESCRIPTION	YES	NO
1.	Provided copy of your company registration document.		
2.	Provided certified copy of your company VAT registration Certificate		
3.	Tax clearance certificate/copy of tax compliance status (TCS) document has been submitted – in the name of the bidding entity		
4.	The bidder 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, which is in arrears for more than three (3) months? No bid will be awarded to a company and its directors that owe more than three (3) months charges to any municipality or metro.		
5.	Lease agreement/municipal account of not older than three months in the name of the bidding entity. (Copy of the lease agreement will only be accepted if water and lights are part of lease payment).		
6.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD forms duly completed and signed.		
7.	All pages requiring information have been completed in full and in black ink.		
8.	No pages removed from the tender document		
9.	The pricing schedule has been signed.		
10.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the tender and the subsequent contracts, has been attached and signed.		
11.	JV agreement has been attached and signed (if applicable)		
12.	Bidder must attach the Central Supplier Database (CSD) registration full report.		
13.	In case of any amendments made, was it signed in full by the authorized signatory? Please note that the use of tipp-ex will lead to immediate disqualification.		
14.	Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence. <ul style="list-style-type: none"> ▪ Personal Tax Numbers included ▪ State Employee Number / Persal Number 		

	<ul style="list-style-type: none"> ▪ Identity number ▪ Name 		
15.	Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed. Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.		

PLEASE NOTE:

- ❖ **No contract will be awarded to a service provider if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.**
- ❖ **In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, like tax clearance certificates, municipal accounts, etc.**
- ❖ **No communication with Lesedi Municipal officials is allowed after the closing date of the tender. The only authorized form of communication will be through the Supply Chain Management Office.**
- ❖ **No bids will be accepted if not submitted on the correct closing date and time. No late bids will be considered, even if only late by a minute.**



LESEDI LOCAL MUNICIPALITY

TENDER NO. 10/2025

REHABILITATION AND RESEALING OF ROADS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED BASIS IN LESEDI.

PART C5: APPENDICES