



BID No.: 126/2022

TENDER DOCUMENT

FOR THE

**RESEALING AND MAINTENANCE OF ROADS IN
THE KOUGA AREA FOR A PERIOD OF THREE
YEARS**

VOLUME 1

| | | |
|-----------------------|--|--|
| SERVICE PROVIDER | | |
| TELEPHONE / FACSIMILE | | |
| E-MAIL | | |
| CLOSING DATE | | |

PREPARED BY:
KOUGA LOCAL MUNICIPALITY
PO BOX 21
JEFFREYS BAY
6330
Tel: (042) 200 2200
Fax: (042) 200 8300

KOUGA LOCAL MUNICIPALITY

BID No.: 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

GENERAL TENDER INFORMATION

| | | |
|---|---|--|
| TENDERS INVITED | : | 12 August 2022 |
| ESTIMATED CIDB CONTRACTOR GRADING | : | 7CE or higher |
| CLARIFICATION MEETING | : | A compulsory virtual clarification meeting to be held on 22 August 2022 at 12h00 |
| VENUE FOR SITE VISIT/CLARIFICATION MEETING | : | Virtual on-line clarification meeting. Link will be sent to all tenderers by Kouga Municipality |
| CLOSING DATE | : | 12 September 2022 |
| CLOSING TIME | : | 12h00 |
| CLOSING VENUE | : | Tender Box at the Municipal Office, Room 112 16 Woltemade Street (front) / 21 St. Croix Street (back), Jeffreys Bay |
| VALIDITY PERIOD OF TENDER | : | 120 days |
| TENDER BOX | : | The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box. |

KOUGA LOCAL MUNICIPALITY

BID No.: 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

| |
|------------------------------|
| PARTICULARS OF BIDDER |
|------------------------------|

| | |
|--|--------------------------|
| Name of Bidder | |
| Contact Person: | |
| Postal Address | |
| | |
| Street Address | |
| | |
| Telephone Number | Code: Number: |
| Cellphone Number | |
| Facsimile Number | Code: Number: |
| E-Mail Address | |
| CSD Supplier Number (National Treasury) | |
| CIDB CRS Number | |
| Vat Registration Number | |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

CONTENTS

| | |
|---|------------|
| GENERAL TENDER INFORMATION | I |
| CONTENTS | III |
| PART T1: TENDERING PROCEDURES | 1 |
| T1.1 Tender Notice and Invitation to Tender | 2 |
| T1.2 Tender Data | 6 |
| PART T2: RETURNABLE DOCUMENTS | 33 |
| T2.1 List of Returnable Documents..... | 34 |
| T2.2 Returnable Schedules..... | 35 |
| SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE | 36 |
| SCHEDULE 2: TAX CLEARANCE CERTIFICATE (MBD 2) | 37 |
| SCHEDULE 3: DECLARATION OF INTEREST..... | 38 |
| SCHEDULE 6: CERTIFICATE OF INDEPENDENT BID DETERMINATION | 44 |
| SCHEDULE 7: CONFIRMATION OF CIDB REGISTRATION | 46 |
| SCHEDULE 8: AUTHORITY OF SIGNATORY | 47 |
| SCHEDULE 9: SITE VISIT / CLARIFICATION MEETING CERTIFICATE | 49 |
| SCHEDULE 10: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES | 50 |
| SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE | 51 |
| SCHEDULE 12: AVAILABLE PERSONNEL FOR THIS CONTRACT | 54 |
| SCHEDULE 13: SCHEDULE OF CONSTRUCTION PLANT | 58 |
| SCHEDULE 14: PRELIMINARY WORK PLAN AND PROGRAMME..... | 59 |
| SCHEDULE 15: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE | 60 |
| SCHEDULE 16: SCHEDULE OF SUBCONTRACTORS | 61 |
| SCHEDULE 18: ALTERATIONS/AMENDMENTS BY TENDERER | 63 |
| SCHEDULE 19: RECORD OF ADDENDA TO TENDER DOCUMENTS | 64 |
| SCHEDULE 22: COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)..... | 72 |
| SCHEDULE 24: FORM OF INDEMNITY..... | 80 |
| SCHEDULE 25: DECLARATION BY TENDERER | 81 |
| SCHEDULE 26: DECLARATION FOR PROCUREMENT ABOVE R10 MILL (VAT INCL) – (MBD 5) | 82 |
| PART C1: AGREEMENTS AND CONTRACT DATA | 83 |
| C1.1 Form of Offer and Acceptance | 84 |
| C1.2 Contract Data | 89 |
| C1.3 Form of Guarantee..... | 100 |
| C1.4 Occupational Health and Safety Agreement | 104 |
| C1.5 Protection of the Environment Declaration..... | 106 |
| PART C2: PRICING DATA | 107 |
| C2.1 Pricing Instructions | 108 |
| C2.2 Bills of Quantities | 110 |
| PART C3 SCOPE OF WORKS | 117 |
| C3.1 Description of the Works..... | 118 |
| C3.2 Engineering | 120 |
| C3.3 Procurement | 121 |
| C3.4 Construction..... | 122 |
| C3.5 Management..... | 151 |
| C3.6 Health and Safety Specifications..... | 156 |
| C3.7 Annexures..... | 174 |
| PART C4 : SITE INFORMATION | 182 |

| | | |
|---------|-------------------------------|-----|
| C4.1 | General Site Information..... | 183 |
| C4.1.1. | SITE LOCATION AND ACCESS..... | 183 |
| C4.1.2. | Climate | 183 |
| C4.1.3. | Disclaimer | 183 |

Part T1: Tendering procedures

| | Page |
|--|-------------|
| T1.1 Tender Notice and Invitation to Tender | 2 |
| T1.2 Tender Data..... | 6 |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

T1.1 Tender Notice and Invitation to Tender

KOUGA LOCAL MUNICIPALITY (EC108) DIRECTORATE: INFRASTRUCTURE AND ENGINEERING

NOTICE NO: 126/2022

RESEALING AND MAINTENANCE OF ROADS WITHIN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

Suitably qualified, capable and experienced contractors are hereby invited to submit tenders for Resealing and Maintenance of Roads within the Kouga Area for a period of three years.

Tenders

An electronic copy of the tender document will be available on E-Tender portal www.etender.gov.za or the municipal website www.kouga.gov.za as from Friday, 12 August 2022. After downloading the tender document from the website each prospective bidder **MUST** send a request to tenders@kouga.gov.za and copied to infrastructuretenders@kouga.gov.za.

The link will also be available on the municipal website.

A compulsory virtual clarification session will be arranged for the **22 August 2022@12h00**. Any **RSVP or show of interest, received after the 11:30am on the 22 August 2022 would not be considered.**

Join Zoom Meeting

- <https://kouga-gov-a.zoom.us/j/98954115568?pwd=K3ZmUmhZSFZmVG15QXQ4RmFFdkZidz09>

Meeting ID: 989 5411 5568

Passcode: 821073

Please note:

- Telegraphic, telephonic, telex, facsimile, email or late tenders will not be accepted.
- This contract will be evaluated on the 80/20point scoring system.
- **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved in a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.**
- **The Guidelines for locally produced goods or locally manufactured goods with a stipulated minimum threshold will be applied where applicable.**
- **An estimated contractor CIDB Grading of 7CE or higher is required.**
- **A minimum functional assessment score of 70% will apply to this contract.**
- A valid SARS Tax compliance Status pin to be submitted.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.

- In order to claim Preference points a valid originally or certified B-BBEE Status level Verification certificate or a Sworn Affidavit completed on the DTI format must be submitted to validate the claim.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission must be 120 days from the closing date.
- Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Enquiries relating to this tender must be submitted in writing via e-mail to tenders@kouga.gov.za and copied to infrastructuretenders@kouga.gov.za

Completed documents in a sealed envelope endorsed "**NOTICE NO: 126/2022: "RESEALING AND MAINTENANCE OF ROADS WITHIN THE KOUGA AREA FOR A PERIOD OF THREE YEARS"**", must be placed in the Tender Box 21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **MONDAY, 12 SEPTEMBER 2022 at 12:00.**

C. DU PLESSIS
MUNICIPAL MANAGER

P.O. Box 21
JEFFREYS BAY
6330

For Placement: Herald – 12 August 2022

Municipal Website/ Municipal Notice Boards in all offices/areas – 12 August 2022

PART A

INVITATION TO BID

| | | | | | |
|---|---|-------------------------------------|---|--|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY) | | | | | |
| BID NUMBER: | 126/2022 | CLOSING DATE: | 12 SEPTEMBER 2022 | CLOSING TIME: | 12H00 |
| DESCRIPTION | RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: | | | | | |
| KOUGA LOCAL MUNICIPALITY, 16 WOLTEMADE STREET, JEFFREYS BAY | | | | | |
| 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] | | | | | |
| 1. 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] | | 2. 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] | |
| 3. TOTAL NUMBER OF ITEMS OFFERED | | | 4. TOTAL BID PRICE | R | |
| 5. SIGNATURE OF BIDDER | | | 6. DATE | | |
| 7. CAPACITY UNDER WHICH THIS BID IS SIGNED | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | | |
| DEPARTMENT | Supply Chain Management | | CONTACT PERSON | Mr J du Toit | |
| CONTACT PERSON | | | TELEPHONE NUMBER | 042-200-2200 | |
| TELEPHONE NUMBER | 042-200-2200 | | FACSIMILE NUMBER | n/a | |
| FACSIMILE NUMBER | | | E-MAIL ADDRESS | infrastructuretenders@kouga.gov.za | |
| E-MAIL ADDRESS | tenders@kouga.gov.za | | | | |

**PART B
TERMS AND CONDITIONS FOR BIDDING**

| |
|--|
| 1. BID SUBMISSION: |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> |
| 2. TAX COMPLIANCE REQUIREMENTS |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B.3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS |
| <p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p> |

**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:

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 of 08 August 2019. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

"Bid" should read "tender," and vice versa, throughout the document – implying both words have the same meaning.

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

| Clause Number | Tender Data |
|----------------------|--------------------|
|----------------------|--------------------|

| | |
|------------|----------------|
| F.1 | General |
|------------|----------------|

| | |
|--------------|----------------|
| F.1.1 | Actions |
|--------------|----------------|

The Employer is **KOUGA LOCAL MUNICIPALITY**.

| | |
|--------------|-------------------------|
| F.1.2 | Tender Documents |
|--------------|-------------------------|

Add the following:

The following documents form part of this tender:

VOLUME 2: The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available, and tenderers must obtain copies at their own cost 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.

VOLUME 3: The SANS Standard Specifications for Civil Engineering Construction prepared by Standards South Africa (SANS 1200). These publications are obtainable, and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

Volumes 2 and 3 may also be inspected, by appointment, at the offices of the Employer during normal office hours.

The Tender Documents issued by the Employer comprise:

VOLUME 1: The Tender Document (this document), in which are bound:

THE TENDER

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Performance Guarantee
- C1.4 Occupational Health and Safety Agreement
- C1.5 Protection of the Environmental Declaration

Part C2: Pricing data

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

Part C3: Scope of Work

- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management
- C3.6 Health and Safety Specifications
- C3.7 Annexures

Part C4 : Site Information

- C4.1 General Site Information

VOLUME 4: The following Tender drawings issued with this tender:

Book of Drawings – will be issued in PDF Format by a weblink (Mimecast), before the Tender Clarification Meeting, to all Tenderers who have pre-booked the Bid Document.

F.1.3 Interpretation

F.1.3.1 *Delete the clause and replace with the following:*

These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

F.1.4 Communication

Delete the first sentence of the clause and replace with the following:

Verbal or any other form of communication, from the Employer, its employees, agents, or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its director: Supply Chain Management or his nominee.

For the purposes of any communication between the Employer and Tenderer:

| | | |
|----------------|---|--|
| Name | : | Kouga Local Municipality |
| Represented by | : | Mr Jacques du Toit or the director of the KLM Infrastructure & Engineering. |
| Address | : | 16 Woltemade Street, Kouga Local Municipality Infrastructure & Engineering office Jeffreys Bay, 6330 |
| Telephone | : | (041) 200 2200 |
| Fax | : | (041) 200 18300 |
| E-mail | : | <u>infrastructuretenders@kouga.gov.za</u> |

F.1.5 Cancellation and Re-Invitation of Tenders

Delete the full stop at the end of F.1.5.1 c) and replace with, or Add the following after F.1.5.1 c):

- d) there is a material irregularity in the tender process.

- F.1.6 Competitive negotiation procedure**
Add the following to F.1.6.2.1:
 A competitive negotiation procedure will not be followed.
- F.1.6.3 Proposal procedure using the two-stage system**
Add the following between F.1.6.3 and F.1.6.3.1:
 A two-stage system will not be followed.
- Add the following after F.1.6.3.2.2*
- F.1.6.4 Objections, complaints, queries, and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**
- F.1.6.4.1 Disputes, objections, complaints, and queries**
 In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):
- a) Persons aggrieved by decisions or actions taken by the Kouga Local Municipality in the implementation of its supply chain management system, may lodge within fourteen (14) days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- F.1.6.4.2 Appeals**
- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Municipality, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
 - b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant's rights were affected by the decision.
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision
- F.1.6.4.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**
 The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.
- F.1.6.4.4 All requests referring to sub clauses F.1.6.4.1 and F.1.6.4.2 must be submitted in writing to:
The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330.
- F.1.6.4.5 All requests referring to clause F.1.6.4.2 3 regarding access to information or reasons must be submitted in writing to:
The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330.
- F.1.7 Kouga Local Municipality Supplier Database Registration**
 Tenderers are required to be registered on the Kouga Local Municipality's Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.
- Tenderers who wish to register on the Kouga Local Municipality's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, *16 Woltemade Road, Jeffreys Bay.*
- F.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration**
 Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

F.2 Tenderer's obligations

F.2.1 Eligibility

*Delete the heading **Eligibility** and Replace with **Responsiveness Criteria***

F.2.1.1 *Delete the clause and replace with the following:*

Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

Add the following after F.2.1.2:

F.2.1.2 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

F.2.1.3 Only those tenders that satisfy the following criteria will be declared responsive:

F.2.1.3.1 **Construction Industry Development Board (CIDB) Registration**

Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a CE class of construction work, will be declared responsive. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB.
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the CE class of construction work: and
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

For alpha-numeric associated with the contractor Grading Designations see Annex G attached.

F.2.1.4.2 **Compliance with requirements of Kouga Local Municipality's SCM Policy and procedures**

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) Full name of entity submitting tender to be provided.
- b) Identification number or company or other registration number to be provided.
- c) Tax reference number to be provided.
- d) VAT registration number to be provided.
- e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed).
- f) A copy of the partnership / joint venture / consortium agreement to be provided.
- g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed).
- h) A completed **Declaration – Conflict of Interest and Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed).
- i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed).
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy.
- k) The tenderer's tax matters with SARS are in order.
- l) The tenderer is not an advisor or consultant contracted with the Employer.

m) The tenderer is not a person, advisor, corporate entity, or a director of such corporate entity, involved with the bid specification committee.

F.2.1.4.3

Minimum score for functionality compliance

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below. Verifiable proof of similar Scope of Work contracts successfully completed, must be submitted in the applicable Returnable Schedule.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

| CRITERIA | APPLICATION OF THE CRITERIA | WEIGHT/100 |
|--|--|---|
| Company Experience Schedule 11 | Demonstrated experience of the tendering entity with respect to Surfaced Road Construction , by completing each row in the Returnable Schedule 11, of work experience in full. <ul style="list-style-type: none"> 4 x completed projects > R5m (excl VAT) 3 x completed projects > R5m (excl VAT) 2 x completed projects > R5m (excl VAT) | (Max 30 points) 30 points 20 points 10 points |
| Key Personnel Schedule 12A | Contracts Manager Built / Civil Environment Qualification: B Eng / BSc / B Tech National Diploma No Qualification(s) or CV attached Experience in Road Construction Environment: <ul style="list-style-type: none"> 10+ years 6 – 9 years 3 – 5 years 0 - 2 years | (Max 10 points) 3 points 2 points 0 points 7 points 5 points 3 points 0 points |
| Key Personnel Schedule 12B | Construction Manager (Site Agent) Built / Civil Environment Qualification : B Eng / BSc / B Tech National Diploma No Qualification (s) or CV attached Experience in Road Construction Environment: <ul style="list-style-type: none"> 10+ years 6 – 9 years 3 – 5 years 0 - 2 years | (Max 10 points) 3 points 2 points 0 points 7 points 5 points 2 points 0 points |
| Key Personnel Schedule 12C | OH&S Officer (SACPMP Registered) Experience in Road Construction Environment: <ul style="list-style-type: none"> 10+ years 6 – 9 years 3 – 5 years 1 - 2 years | (Max 5 points) 5 points 4 points 3 points 1 point |
| Relevant Construction Equipment (Owned/Hired) Schedule 13 | Plant Number of relevant plant/construction equipment <ul style="list-style-type: none"> Mechanical Asphalt paver 15-ton pneumatic tyre roller 10-ton double drum Vibratory Steel Wheel Roller 12-ton static Steel Wheel Roller | (Max 20 points) 5 points 5 points 5 points 5 points |
| Locality | Locality (Municipal billing clearance certificate/ Lease agreement/ Latest tax invoices for municipal account of address where company operates from in its Business Name) Kouga Local Municipality Area Sarah Baartman District and Nelson Mandela Bay Municipal Area Outside the above areas | (Max 25 points) 25 points 20 points 10 points |
| Maximum possible score for Functionality | | 100 |

The minimum score for functionality is **70%**. Tenderers that fail to achieve the minimum score for functionality will be declared as non-Responsive.

Where the entity tendering is a Joint Venture, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to Schedule 10, Part T2.2: Returnable Schedules).

Where the tenderer intends to sub-contract any of the work components listed above, full details of the intended sub-contractor and portions of work to be undertaken by them shall be provided with the tender. The verifiable experience of the sub-contractor relevant to the component of work to be performed by them will be taken into consideration when allocating scores.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

F.2.1.4.4 Local Content

a) The supplier shall study the terms and conditions as stated in the **Local Content Declaration / Annexure C** (Returnable Schedule 23).

F.2.1.4.4.1 The stipulated minimum threshold percentages for local production and content for this bid are as follows:

| Description of services, works or goods | Stipulated minimum threshold |
|---|------------------------------|
| Bitumen | 100% |
| Aggregate | 100% |
| Road Sign Boards (as per RTSM) | 100% |
| Cement (SANS approved) | 100% |

F.2.1.4.4.2 Only tenders with locally produced or locally manufactured raw material or input will be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input.

F.2.1.4.4.3 A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

F.2.1.4.4.4 The Employer is obliged and must ensure that contracts for **the designated sector** are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the Kouga Local Municipality's SCM Policy.

F.2.1.4.4.5 A bid will be declared non-responsive / disqualified if the **Local Content Declaration / Annexure C** returnable schedule as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid.

F.2.1.4.4.6 For further information relating to the local production and content legislation, bidders may refer to website http://www.thedti.gov.za/industrial_development/ip.jsp, or may contact the Chief Director: Industrial Procurement at the DTI at telephone number (012) 394 3927 and fax (012) 394 4927, the Director: Fleet Procurement, at telephone number (012) 394 3927, or the DTI Contact Centre no 0861 843384.

F.2.1.4.5 Compulsory clarification meeting

Tenderers are required to attend a compulsory clarification meeting and site visit at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

Only those tenders submitted by tenderers who have signed the attendance register will be declared responsive.

F.2.1.4.6 **Good standing with Bargaining Council**

Only those tenders submitted by tenderers who are in good standing with the **Bargaining Council for the Civil Engineering Industry (BCCEI)** at the time of the tender award will be declared responsive. Tenderers must attach such proof to the schedule titled **Declaration in Respect of Compliance with Labour Legislation** or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive. Refer to Schedule 21 of the Returnable Schedules.

F.2.3 **Check documents**

F.2.3 *Delete the clause and replace with the following:*

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's Agent at once of any such problems identified

F.2.7 **Clarification meeting**

Add the following after the second sentence:

The arrangements for the compulsory site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.8 **Seek Clarification**

Add the following after the first sentence:

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

F.2.12 **Alternative tender offers**

F.2.12.1 *Add the following to F.2.12.1 at the end of the first sentence:*

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

While it is not necessary to duplicate all parts of the main tender offer, the alternative tender offer shall be supported by the following documents as applicable:

- a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
- b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed
- c) revised Bills of Quantities, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
- d) details of any proposed amendments to the Pricing Assumptions

F.2.12.3 *Add the following to F.2.12.1 at the end of the first sentence:*

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender -offer is higher than the ranking of the next ranked acceptable main tender offer.

The Employer's costs in confirming the acceptability of the alternative offer will be, *inter alia*, taken into account in considering the alternative offer.

The Employer will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the Contractor shall accept full responsibility that the alternative offer complies in all respects with the Employer's standards and requirements.

F.2.13 **Submitting a tender offer**

Add the following to F.2.13.1 at the end of the first sentence:

F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Add the following to F.2.13.3 at the end of the first sentence:

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (naught) copies.

Add the following to F.2.13.5 at the end of the first sentence:

F.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

| | |
|--------------------------------|--|
| Employer: | Kouga Local Municipality. |
| Physical address: | 16 Woltemade Street, Jeffreys Bay. |
| Identification details: | Bid Number: 126/2022 Title of Contract: RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS |

Sealed tenders with the Tenderer's name and address and the endorsement "**BID NO. 126/2022: RESEALING OF ROADS IN THE KOUGA LOCAL MUNICIPALITY**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

Add the following to F.2.13.6:

F.2.13.6 A two-envelope procedure will **not** be followed (F.3.5).

Add the following after F.2.13.9:

F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

F.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- a) electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2.
- d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood, and accepted all the above conditions.

F.2.15 **Closing time**

Add the following to F.2.15.1 after the first sentence:

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.16 **Tender offer validity**

Add the following to F.2.16.1 after the first sentence:

F.2.16.1 The tender offer validity period is **(120 calendar days)**.

F.2.16.2 *Delete the clause and replace with the following:*

Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.

Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.

F.2.17 **Clarification of tender offer after submission**

Add the following to F.2.17 at the end of the third sentence:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

F.2.18 **Provide other material**

Delete the following word in F.2.18.1:

F.2.18.1 notarized

Add the following to F.2.18.1 at the end of the first paragraph:

Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million:**

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing.
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract.
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

Add the following after F.2.18.2:

F.2.18.3 Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.

Failure to fully cooperate could result in a tender being declared as non-responsive.

F.2.18.4 **Compliance with Occupational Health and Safety Act, 85 of 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 16: Health and Safety Plan in T.2.2 : Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.7 Health and Safety Specifications for the works detailed in Part C3 Scope of works.

F.2.23 **Certificates**

Add the following after the first sentence:

The tenderer is required to submit the following:

F.2.23.1 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Street, Jeffreys Bay, or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.

F.2.23.2 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the Kouga Local Municipality at the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Street, Jeffreys Bay or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector) unless in possession of a valid certificate in terms of the transitional arrangements contained in these Codes.**

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

Add the follow new clause after F.2.23.2

F.2.24 Proposed Deviations and Qualifications

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accepts that the Employer will examine such deviations in terms of clause F.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

F.3 The Employer's undertakings

F.3.2 Issue Addenda

Delete the words "three days" from the first sentence and replace with:

"Five working days where possible"

Add the following to F.3.2 at the end of the paragraph:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile, or registered post.

F.3.4 Opening of tender submissions

Add the following to F.3.4.2 at the end of the paragraph:

The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

F.3.8 Test for responsiveness

F.3.8.2 Delete par F.3.8.2 (c)

Replace the final sentence of F.3.8.2 with the following:

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

Add the following after clause F.3.8.2

F.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

F.3.9 Arithmetical errors, omissions, and discrepancies

Add the following after clause F.3.9.2

F.3.9.3 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

F.3.10 Clarification of a tender offer

Delete the clause and replace with the following:

F3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

Add the following paragraph below the heading:

The preference point system applicable to this tender is either the 80/20 or 90/10 preference point system and the lowest responsive tender will be used to determine the applicable preference point system.

F.3.11.3(3) *Add the following after par F.3.11.3(3):*

In addition, the various deemed B-BBEE Status Level of Contributor in accordance with the relevant Codes can be attained and such tenderers must be awarded the appropriate number of points.

It should be noted that such Deemed B-BBEE Status Level of Contribution can be enhanced or discounted in accordance with the relevant clauses in the applicable Codes.

F.3.11.3(4) *Delete the heading and replace with the following:*
The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

F.3.11.3(4)(a)(i) *Delete the first sentence of par F.3.11.3(4)(a)(i) and replace with the following:*

(4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price tender) with a rand value equal to, or above R 30'000 and up to Rand value of R50'000'000 (all applicable taxes included):

Delete the text under the formula and replace with the following:

Were

Ps = Points scored for price of tender or offer under consideration.

Pt = Price of tender or offer under consideration; and

Pmin = Price of lowest acceptable tender or offer.

F.3.11.3(4)(a) *Amend the number of points for status level 3 as follows:*

| B-BBEE status level of contributor | Number of points |
|------------------------------------|------------------|
| 3 | 14 |

F.3.11.3(5) *Delete the heading and replace with the following:*
The 90/10 preference point system for acquisition of services, works or goods with a Rand value above R50 million

F.3.11.3(5)(a)(i) *Delete the first sentence of par F.3.11.3(5)(a)(i) and replace with the following:*

(5) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price tender) with a rand value above R50'000'000 (all applicable taxes included):

Delete the text under the formula and replace with the following:

Were

Ps = Points scored for price of tender or offer under consideration.

Pt = Price of tender or offer under consideration; and

Pmin = Price of lowest acceptable tender or offer.

F.3.11.3(5)(a) *Amend the number of points for status level 3 as follows:*

| B-BBEE status level of contributor | Number of points |
|------------------------------------|------------------|
| 3 | 6 |

F.3.11.7 *Delete the text in the final row of the table and replace with the following:*

| | |
|---|--|
| a | <p>P_m is the offer of the most favourable offer.</p> <p>P is the offer of the tender offer under consideration.</p> |
|---|--|

F.3.11.7 Scoring Financial Offers

Add the following:

The financial offer will be scored using **Formula 2 (Option 1)**.

F.3.11.8 Scoring Preferences

Add the following:

Points will be awarded to tenderers who are eligible for preferences in terms of the **Preference Schedule** (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of the **Preference Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

Add the following after F.3.11.9:

- F.3.11.10 **Risk Analysis**
Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:
- a) reasonableness of the financial offer
 - b) reasonableness of unit rates and prices

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of F.3.13 b).

- F3.13 **Acceptance of tender offer**
Delete F.3.13 and replace with the following):
Accept the tender offer, if in the opinion of the employer, it does not present any material risk and only if the tenderer:

- Delete F.3.13 a) and replace with the following):*
- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

- F.3.16 **Notice to unsuccessful tenderers**
Replace the heading above with:
Notice to successful and unsuccessful tenderers

- F.3.16.1 *Delete the clause and replace with the following:*
Before accepting the tender of the successful tenderer, the Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.

- F.3.16.2 *Delete clause F.3.16.2 and replace with the following:*
The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

- F.3.17 **Provide copies of the contract**
Add the following after the first sentence:
The number of paper copies of the signed contract to be provided by the Employer is one.

- F.3.19 *Add the following after F.3.19*
F.3.20 **Negotiations with preferred tenderers**
The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:
- a) does not allow any preferred tenderer a second or unfair opportunity.
 - b) is not to the detriment of any other tenderer; and
 - c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the Municipal Manager (or his delegated authority) may terminate the negotiations and cancel the tender or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, failed earlier negotiations may not be reopened by the Kouga Municipality.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

Annex F (normative) Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 of 08 August 2019 (See www.cidb.org.za).

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations, and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents, and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any 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 tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance, or loyalty which would in any way affect any decisions taken.*

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or 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 price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- e) **organization** means a company, firm, enterprise, association, or other legal entity, whether incorporated or not, or a public body.
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be 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 tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

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

F1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified, and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, the Employer shall invite tenderers to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply

for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes, and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

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

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

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

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

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

the parts communicated electronically in the same format as they were issued by the employer.

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests, and analysis

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

F.2.20 Submit securities, bonds, and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture, 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 prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the

period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions, and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate.
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - 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.

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) 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.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price, and Preference

In the case of a functionality, price, and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price tender) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$$

Were

Ps = Points scored for comparative price of tender or offer under consideration.

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

- (4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price tenders with a value less than R30 000, if and when appropriate:
- (4) (b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

| B-BBEE status level of | Number of points |
|---------------------------|------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 16 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

- (4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Were

P_s = Points scored for comparative price of tender or offer under consideration.

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B- BBEE status level of contributor in accordance with the table below:

| B-BBEE status level of contributor | Number of points |
|------------------------------------|------------------|
| 1 | 10 |
| 2 | 9 |
| 3 | 8 |
| 4 | 5 |
| 5 | 4 |
| 6 | 3 |
| 7 | 2 |
| 8 | 1 |
| Non-compliant contributor | 0 |

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference, and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$NFO = W_1 \times A$$

where: NFO is the number of tender evaluation points awarded for price.

W₁ is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

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

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

| Formula | Comparison aimed at achieving | Option 1 ^a | Option 2 ^a |
|--|---|-----------------------------------|-----------------------|
| 1 | Highest price or discount | $A = (1 + \frac{(P - P_m)}{P_m})$ | $A = P / P_m$ |
| 2 | Lowest price or percentage commission / fee | $A = (1 - \frac{(P - P_m)}{P_m})$ | $A = P_m / P$ |
| ^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration. | | | |

F.3.11.8 Scoring preferences

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

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

F.3.11.9 Scoring functionality

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

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

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

where: S_O is the score for quality allocated to the submission under consideration; M_S is the maximum possible score for quality in respect of a submission; and W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, 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,
- complies with the legal requirements, if any, stated in the tender data, and
- is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

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

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

F.3.15 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.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The CIBD prescripts require that tenders must be advertised and be registered on the CIDB Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work

- Contract start date and duration
- Contract evaluation reports.

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

Annex G
(normative)

Alpha-numeric associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters, as per Government Notice 357 of 2019 [Notice No.42561], dated 23 May 2019.

| Contractor Grading Designation | Tender Value Range designation | Maximum value of contract that a contractor is considered capable of performing (R) |
|---------------------------------------|---------------------------------------|--|
| 1 (class of construction works) | 1 | 500 000 |
| 2 (class of construction works) | 2 | 1 000 000 |
| 3 (class of construction works) | 3 | 3 000 000 |
| 4 (class of construction works) | 4 | 6 000 000 |
| 5 (class of construction works) | 5 | 10 500 000 |
| 6 (class of construction works) | 6 | 20 000 000 |
| 7 (class of construction works) | 7 | 60 000 000 |
| 8 (class of construction works) | 8 | 200 000 000 |
| 9 (class of construction works) | 9 | No Limit |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

**RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF
THREE YEARS**

Part T2: Returnable Documents

| | Pages |
|--|--------------|
| T2.1 List of Returnable Documents | 34 |
| T2.2 Returnable Schedules | 35 |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

T2.1 List of Returnable Documents

The following returnable schedules are to be completed:

| | |
|--|----|
| SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE | 36 |
| SCHEDULE 2: TAX CLEARANCE CERTIFICATE (MBD 2)..... | 37 |
| SCHEDULE 3: DECLARATION OF INTEREST..... | 38 |
| SCHEDULE 6: CERTIFICATE OF INDEPENDENT BID DETERMINATION | 44 |
| SCHEDULE 7: CONFIRMATION OF CIDB REGISTRATION | 46 |
| SCHEDULE 8: AUTHORITY OF SIGNATORY | 47 |
| SCHEDULE 9: SITE VISIT / CLARIFICATION MEETING CERTIFICATE..... | 49 |
| SCHEDULE 10: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES..... | 50 |
| SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE | 51 |
| SCHEDULE 12: AVAILABLE PERSONNEL FOR THIS CONTRACT | 54 |
| SCHEDULE 13: SCHEDULE OF CONSTRUCTION PLANT | 58 |
| SCHEDULE 14: PRELIMINARY WORK PLAN AND PROGRAMME..... | 59 |
| SCHEDULE 15: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE | 60 |
| SCHEDULE 16: SCHEDULE OF SUBCONTRACTORS | 61 |
| SCHEDULE 18: ALTERATIONS/AMENDMENTS BY TENDERER..... | 63 |
| SCHEDULE 19: RECORD OF ADDENDA TO TENDER DOCUMENTS | 64 |
| SCHEDULE 22: COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)..... | 72 |
| SCHEDULE 24: FORM OF INDEMNITY | 80 |
| SCHEDULE 25: DECLARATION BY TENDERER..... | 81 |
| SCHEDULE 26: DECLARATION FOR PROCUREMENT ABOVE R10 MILL (VAT INCL) – (MBD 5)..... | 82 |

| | |
|----|---|
| 2. | OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES |
| | <ul style="list-style-type: none">• Joint Venture Agreement (if applicable)• Copies of latest Municipal Accounts for accounts listed in Schedule 4• Functionality Criteria, append to Schedule 11, 12 and 13. |
| 3. | C1.1 FORM OF OFFER AND ACCEPTANCE |
| 4. | C1.2 CONTRACT DATA (PART 2) |
| 5. | C2.2 BILL OF QUANTITIES |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

**RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF
THREE YEARS**

T2.2 Returnable Schedules

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 2: TAX CLEARANCE CERTIFICATE (MBD 2)

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" (see item 5 below) and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
- 5 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.
- 6 Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website www.sars.gov.za.
- 7 If bidder is registered on Kouga Local Municipality supplier's database; that contains a tax clearance certificate which is valid on closing date of tender, it must be indicated as such to this page, whereby the attaching of a new tax clearance certificate on this page will not be needed.

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 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 allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

.....

3.2 Identity Number:

3.3 Position occupied in the Company:
(Director, shareholder* etc.)

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 Are you presently in the service of the state* **YES / NO**

3.7.1 If so, furnish particulars:

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

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

3.8.1 If so, furnish particulars.

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

*MSCM Regulation: "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 institutional 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 entity; or
- (f) An employee of Parliament or a provincial legislature.
- (g) "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If so, furnish particulars.

.....

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

3.10.1 If so, furnish particulars

.....

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

3.11.1 If so, furnish particulars.

.....

3.12 Is any spouse, child or parent of the company's directors, managers, principal shareholders, or stakeholders in service of the state? **YES / NO**

3.12.1 If so, furnish particulars.

.....

3.13 Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract **YES / NO**

3.13.1 If so, furnish particulars.

.....

3.14 Please provide the following information on ALL directors/shareholders/trustees/members below:

| Full Name and Surname | Identity Number | Personal Income Tax Number | Provide State* Employee Number |
|-----------------------|-----------------|----------------------------|--------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

NB:

- a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
- b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS/ TRUSTEES/ MEMBERS, ETC.

DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 4: CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES (MBD 10)

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Kouga Local Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to complete this schedule properly and truthfully may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

| PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER | MUNICIPAL ACCOUNT NUMBER |
|---|--------------------------|
| | |
| | |

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

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

NB: Please attach certified copy (ies) of ID document(s) and Municipal Accounts

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

| | | |
|-----------|----------|------|
| | | |
| Signature | Position | Date |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 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:
 - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - 3.2. been convicted for fraud or corruption during the past five years.
 - 3.3. willfully neglected, reneged on, or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. been listed in the Register for Tender 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 audi alteram partem 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 Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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: | | |
| 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, which 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"/> |
| 4.5.1 | If so, furnish particulars: | | |

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 6: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

- A. This Municipal Bidding Document (MBD) must form part of all bids invited.
- B. 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). * Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- C. 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:
 - C.1. take all reasonable steps to prevent such abuse.
 - C.2. 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.3. 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.
- D. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- E. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

I, the undersigned, in submitting the accompanying BID: 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

(Bid Number and Description)

in response to the invitation for the bid made by:

KOUGA LOCAL MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

- 1. I have read, and I understand the contents of this Certificate.
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.

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

* Bid rigging (or collusive bidding) occurs when businesses, which 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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 7: CONFIRMATION OF CIDB REGISTRATION

MBD 9

I/We confirm my/our registration with the Construction Industry Development Board (CIDB) details of which are as follows:

| COMPANY NAME | CIDB REGISTRATION NO. | CONTRACTOR GRADING DESIGNATION |
|---------------------|------------------------------|---------------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Where a tenderer satisfies CIDB Contractor grading designation requirements through the formation of a joint venture, details of each party to the joint venture shall be submitted

The information provided above shall be verified by the Employer.

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 8: AUTHORITY OF SIGNATORY

MBD 9

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

| | | | |
|-------------|--|------------|--|
| SIGNATURE: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |

2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a **resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

| | | | |
|--|--|------------|-----------|
| Date Resolution was taken | | | |
| Resolution signed by (name and surname) | | | |
| Capacity | | | |
| Name and surname of delegated Authorised Signatory | | | |
| Capacity | | | |
| Specimen Signature | | | |
| Full name and surname of ALL Director(s) / Member (s) | | | |
| 1. | | 2. | |
| 3. | | 4. | |
| 5. | | 6. | |
| 7. | | 8. | |
| 9. | | 10. | |
| Is a CERTIFIED COPY of the resolution attached? | | YES | NO |
| SIGNED ON BEHALF OF COMPANY / CC: | | DATE: | |
| PRINT NAME: | | | |

| | | | |
|------------|--|------------|--|
| WITNESS 1: | | WITNESS 2: | |
|------------|--|------------|--|

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

| Full name of partner | | Signature | |
|----------------------------------|--|------------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| SIGNED ON BEHALF OF PARTNERSHIP: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this, offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

| Full Name of Consortium Member | Role of Consortium Member | % Participation | Signature |
|----------------------------------|---------------------------|-----------------|-----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| SIGNED ON BEHALF OF PARTNERSHIP: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 9: SITE VISIT / CLARIFICATION MEETING CERTIFICATE
(NOT APPLICABLE FOR VIRTUAL TENDER CLARIFICATION MEETINGS)

MBD 9

This is to certify that I/we
of (Tenderer)
.....
.....
on (date)

have examined the Site of the Works and its surroundings for which I/we am/are submitting this tender and have, so far as is practicable, familiarized myself/ourselves with all the information, risks, contingencies, and other circumstances which may influence or affect my/our Tender.

NAME & SURNAME:

CAPACITY:

NAME OF FIRM:

ADDRESS:

.....

.....

TELEPHONE NO:

FAX NO:

EMAIL:

SIGNED ON BEHALF OF TENDERER:

NB: Please note that no latecomers will be allowed.

For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be **disqualified**

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 10: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

MBD 9

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____

_____ authorized signatory of the Company/Close Corporation/Partnership (name) _____

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

| | | | |
|---------------------------------|--|-------------|--|
| (i) Name of firm (Lead partner) | | | |
| Address | | | |
| | | Tel. No. | |
| Signature | | Designation | |

| | | | |
|-------------------|--|-------------|--|
| (ii) Name of firm | | | |
| Address | | | |
| | | Tel. No. | |
| Signature | | Designation | |

| | | | |
|--------------------|--|-------------|--|
| (iii) Name of firm | | | |
| Address: | | | |
| | | Tel. No. | |
| Signature | | Designation | |

| | | | |
|-------------------|--|-------------|--|
| (iv) Name of firm | | | |
| Address | | | |
| | | Tel. No. | |
| Signature | | Designation | |

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE

The tenderer shall insert in the spaces provided below a list of Similar Contracts (*) awarded to the Tendering Entity and which are currently completed (where a Completion Certificate was issued), with a work scope equal to or greater than stated in the Functionality Criteria clause F 2.1.4.3. (*) Similar Contracts shall only be contracts with "**Surface Road Construction Work**" as the primary scope, with related storm water, sidewalks, road signage and road marking activities.

The tenderer is reminded that the information provided with this Schedule shall be used in terms of Clauses F.2.1.4.3 in Part T1.2 Tender Data to confirm the tendering entity's eligibility to tender, and the responsiveness of the Tender Submitted. The tenderer is therefore required to supply detailed information relating to previous projects, and projects to date which are completed, to clearly illustrate and prove that the tendering entity meets the work experience requirements stipulated in Clause F.2.1.4.3. Such proof may consist of, but not be limited to, photographic records, reports, final payment certificates and completion certificates.

Specific space has been allocated in the schedules below in which the tenderer shall detail in short how the listed project satisfied the relevant requirement. A separate schedule has been created for each listed requirement as detailed in Clause F.2.1.4.3 in Part T1.2 – Tender Data. Should more than one page be required for a particular requirement, the tenderer shall append the additional pages (copies of the original page) to this schedule.

The tenderer's attention is also directed to the involvement and substitution of sub-contractors during the Contract, whose experience contribute to the fulfilment of the experience criteria requirements under Clause F.2.1.4.3 in Part T1.2 – Tender Data, being subject to the Employer's Approval.

Note: Only the information provided on this Schedule, or attached hereto, will be considered. Failure to complete this Schedule may result in the tender being non-responsive in terms of Clause F.2.1.4.3.

SCHEDULE 11 (CONTINUE): LIST OF SUCCESSFULLY COMPLETED PROJECTS FOR EVALUATION

Bidders must furnish hereunder details of similar projects successfully completed.

The table below must be completed by hand for **Similar Roads Contracts completed**. Proof to substantiate the information below must be submitted with the returnable tender document.

| EMPLOYER / INSTITUTION NAME | PROJECT NAME | CONTRACT AWARDED AMOUNT (VAT INCL.) | COMMENCEMENT DATE | COMPLETION DATE | CLIENT'S CONTACTABLE REFERENCES | |
|--------------------------------|--------------|---|----------------------|--------------------|---------------------------------|--------------------------|
| | | | | | NAME & SURNAME | TELEPHONE AND E- MAIL |
| | | | | | | Tel: E-mail: |
| | | | | | | Tel: E-mail: |
| | | | | | | Tel: E-mail: |

| EMPLOYER / INSTITUTION NAME | PROJECT NAME | AWARDED AMOUNT (VAT INCL.) | COMMENCEMENT DATE | COMPLETION DATE | CONTACTABLE REFERENCES | |
|--------------------------------|--------------|-------------------------------|----------------------|--------------------|------------------------|---------------------|
| | | | | | NAME & SURNAME | TELEPHONE |
| | | | | | | Tel: E-mail: |
| | | | | | | Tel: E-mail: |
| | | | | | | Tel: E-mail: |

I herewith declare the above information is accurate and correct.

.....
DATE

.....
SIGNATURE OF BIDDER

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 12: AVAILABLE PERSONNEL FOR THIS CONTRACT

DETAILS OF EXPERIENCE AND QUALIFICATIONS FOR CONTRACTS MANAGER, CONSTRUCTION MANAGER, AND OHS SAFETY OFFICER

Tenderers shall set out in the Schedules hereunder details of the Experience and Qualifications for the Contracts Manager, the Construction Manager, and the OHS Safety Officer's experience in work of a similar nature to that for which this Tender is submitted.

The tenderer is reminded that the information provided with this Schedule shall be used in terms of Clauses F.2.1.4.3 in Part T.1.2 Tender Data to confirm the tendering entity's eligibility to tender, and the responsiveness of the Tender submitted. The tenderer is therefore required to supply detailed information relating to previous projects, and projects to date, to clearly illustrate that the tendering entity meets key staff experience requirements stipulated in Clause F.2.1.4.3.

Note: Only the information provided on this Schedule, or attached hereto, will be considered. Failure to complete this Schedule may result in the tender being non-responsive in terms of Clause F.2.1.4.3.

| | | |
|--------------------------|----------|----------------|
| BID Reference No: | 126/2022 | Page 54 of 183 |
| | | |

| RETURNABLE SCHEDULE 12 A CONTRACTS MANAGER | NAME & SURNAME: | | | | |
|--|--|---------------|--------------------------|-------------------|---|
| | YEARS ACCRUED EXPERIENCE AS CONTRACTS MANAGER : | | | | |
| | QUALIFICATIONS: | | | | |
| CONTRACT & CLIENT | NATURE OF WORK | POSITION HELD | VALUE OF WORK R(m) | DATE COMPLETED | EMPLOYER AND CONSULTING ENGINEER (NAME, TEL No. AND FAX No.) |
| | | | | | |

NOTE: Attached CV and Proof of Qualifications as per Tender's Obligations clause F2.1.4.3, in order to score ANY Functionality Points.

Also add this person to the Company's Organogram structure.

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

| | | |
|--------------------------|----------|----------------|
| BID Reference No: | 126/2022 | Page 55 of 183 |
| | | |

| | | | | | |
|---------------------------------|--|----------------------|---------------------------|-----------------------|---|
| RETURNABLE SCHEDULE 12 B | NAME & SURNAME: | | | | |
| | YEARS ACCRUED EXPERIENCE AS CONSTRUCTION MANAGER (SITE AGENT) : | | | | |
| | QUALIFICATIONS: | | | | |
| CONTRACT & CLIENT | NATURE OF WORK | POSITION HELD | VALUE OF WORK R(m) | DATE COMPLETED | EMPLOYER AND CONSULTING ENGINEER (NAME, TEL No. AND FAX No.) |
| | | | | | |

NOTE: Attached CV and Proof of Qualifications as per Tender's Obligations clause F2.1.4.3, in order to score ANY Functionality Points.

Also add this person to the Company's Organogram structure.

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

| | | | | | |
|-------------------------------------|---|----------------------|-----------------------------------|---------------------------|--|
| RETURNABLE SCHEDULE 12 C | NAME & SURNAME: | | | | |
| | YEARS ACCRUED EXPERIENCE AS OCCUPATIONAL HEALTH & SAFETY OFFICER | | | | |
| | QUALIFICATIONS: | | | | |
| CONTRACT & CLIENT | NATURE OF WORK | POSITION HELD | VALUE OF WORK R(m) | DATE COMPLETED | EMPLOYER AND CONSULTING ENGINEER (NAME, TEL No. AND FAX No.) |
| | | | | | |

NOTE: Attached CV and Proof of Qualifications as per Tender's Obligations clause F2.1.4.3, in order to score ANY Functionality Points.

Also add this person to the Company's Organogram structure.

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

| | | |
|--------------------------|----------|----------------|
| BID Reference No: | 126/2022 | Page 57 of 183 |
| | | |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 13: SCHEDULE OF CONSTRUCTION PLANT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

| 13.1 DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT. | | | |
|--|-------------|-----------------|-----------------|
| DESCRIPTION (Incl. Type of plant; make & model; Year of Manufacture) | SIZE | CAPACITY | QUANTITY |
| Mechanical Asphalt Paver | | | |
| 15-ton pneumatic tyre roller | | | |
| 10-ton double drum vibratory steel wheel roller | | | |
| 12-ton static steel wheel roller | | | |
| Other: | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Attach additional pages if mores space is required.

| 13.2 DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED OR ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED. | | | |
|--|-------------|-----------------|-----------------|
| DESCRIPTION (Incl. Type of plant; make & model; Year of Manufacture) | SIZE | CAPACITY | QUANTITY |
| Mechanical Asphalt Paver | | | |
| 15-ton pneumatic tyre roller | | | |
| 10-ton double drum vibratory steel wheel roller | | | |
| 12-ton static steel wheel roller | | | |
| Other: | | | |
| | | | |
| | | | |
| | | | |

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

| | | |
|--------------------------|----------|----------------|
| BID Reference No: | 126/2022 | Page 58 of 183 |
| | | |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

**RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF
THREE YEARS**

SCHEDULE 14: PRELIMINARY WORK PLAN AND PROGRAMME

NOT REQUIRED

| | | |
|--------------------------|----------|----------------|
| BID Reference No: | 126/2022 | Page 59 of 183 |
| | | |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 15: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the value of work done and materials not yet built into the Permanent Works for each month of the Contract period which he estimates will arise based on his preliminary programme and tendered rates, as set out in the table below. The total of the monthly amounts shall be equal to the tender sum.

| MONTH | VALUE |
|----------------------------|-------------------------|
| 1. | R |
| 2. | R |
| 3. | R |
| 4. | R |
| 5. | R |
| 6. | R |
| 7. | R |
| 8. | R |
| 9. | R |
| 10. | R |
| 11. | R |
| 12. | R |
| 13. | R |
| 14. | R |
| 15. | R |
| 16. | R |
| 17. | R |
| 18. | R |
| 19. | R |
| 20. | R |
| 21. | R |
| 22. | R |
| 23. | R |
| 24. | R |
| SUB-TOTAL | R |
| VAT (15%) | R |
| TOTAL TENDER AMOUNT | R (INCLUDING VAT @ 15%) |

SIGNED ON BEHALF OF TENDERER:

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

| | | |
|--------------------------|----------|----------------|
| BID Reference No: | 126/2022 | Page 60 of 183 |
| | | |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 16: SCHEDULE OF SUBCONTRACTORS

Tenderers shall set out below the details of sub-contractors, other than plant hire firms, they propose to use on the Works.

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

| NAME OF PROPOSED SUB-CONTRACTORS (Incl. Contact Person & Details) | REGISTERED ADDRESS | NATURE OF WORK TO BE UNDERTAKEN | APPROXIMATE VALUE OF WORK (Excluding VAT) | B-BBEE STATUS (1) |
|--|---------------------------|--|--|--------------------------|
| | | | | |

(1) Indicate whether the sub-contractor is an EME or QSE

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 17: HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the following documentation:

- a) **Occupational Health and Safety Act**, issue in terms of Act No. 85 of 1993.
- b) **Construction Regulations 2014**, issued in terms of Section 43 of the Act.
- c) **Project Specific OHS Specifications** (bound in as Annexure 4 of this document).

The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. Tenders are to note that the above regulations form part of the contract and with reference to the requirements of Clause F.2.18.4 in Part T1.2 Tender Data.

In this regard the tenderer undertook to prepare and submit a **Health and Safety Plan** in respect of the Works, within 14 days of the Award of the Contract, in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors, and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation, and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all of its sub-contractors (selected and nominated), inclusive of all SMME sub-contractors, Suppliers (delivering on site) and Operators (working on site), as well as any other firm engaged in the performance of the contract, shall also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

I HEREWITH CONFIRM THAT I HAVE READ AND FAMILIARISE MYSELF WITH THE ABOVE LISTED OHS DOCUMENTATION, AND THAT THE TENDER PRICES FULLY COVER FOR COMPLIANCE WITH THESE DOCUMENTATION.

SIGNED ON BEHALF OF TENDERER:

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

| | | |
|--------------------------|----------|----------------|
| BID Reference No: | 126/2022 | Page 62 of 183 |
| | | |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 18: ALTERATIONS/AMENDMENTS BY TENDERER

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

| PAGE | CLAUSE OR ITEM | PROPOSED DEVIATION OR QUALIFICATION |
|------|----------------|-------------------------------------|
| | | |

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

| | | |
|--------------------------|----------|----------------|
| BID Reference No: | 126/2022 | Page 63 of 183 |
| | | |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 19: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 20: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017-PURCHASES/SERVICES 90/10 (MBD 6.1)

NB:

Before completing this form, bidders must study the general conditions, definitions, and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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).

Either the 80/20 or 90/10 preference point system will be applicable to this tender.

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows:

| | POINTS |
|--|------------|
| 1.1.1. Price | 90 or 80 |
| 1.1.2. B-BBEE status level of contribution | 10 or 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

2.1 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

2.2 “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

2.3 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.

2.4 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)

2.5 “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

2.6 “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

2.7 “**prices**” includes all applicable taxes less all unconditional discounts.

| | | |
|--------------------------|----------|----------------|
| BID Reference No: | 126/2022 | Page 65 of 183 |
| | | |

- 2.8 **“Proof of B-BBEE status level of contributor”** means:
- 2.8.1 B-BBEE Status level certificate issued by an authorized body or person.
- 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice.
- 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act.
- 2.9 **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- 2.10 **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

3. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B -BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an affidavit.

7. SUB-CONTRACTING

| | | | | | |
|---------------------|--|-----|--|----|---|
| 7.1 <i>box</i>) | Will any portion of the contract be sub-contracted? (<i>Tick applicable</i>) | YES | | NO | |
| 7.1.1 | If yes, indicate: | | | | |
| 7.1.1.1 | what percentage of the contract will be subcontracted? | | | | % |
| 7.1.1.2 | Name/s of proposed Sub-contractor/s? | | | | |
| 7.1.1.3 | the B-BBEE status level of the sub-contractor/s? | | | | |
| 7.1.1.4 | whether the sub-contractor is an EME or QSE? (<i>Tick applicable box</i>) | YES | | NO | |

7.1.1.5 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

| Designated Group: An EME or QSE which is at least 51% owned by: | EME | QSE |
|---|-----|-----|
| Black people | √ | √ |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY / FIRM

| | | |
|---|--|--|
| 8.1 Name of Company / Firm: | | |
| 8.2 VAT registration number | | |
| 8.3 Company registration number | | |
| 8.4 Type of Company/Firm: (Tick applicable box) | Partnership / Joint Venture / Consortium | |
| | One-person business / sole proprietor | |
| | Close Corporation | |
| | Company | |
| | (Pty) Limited | |
| 8.5 Describe Principal Business Activities | | |
| | | |
| | | |
| | | |
| 8.6 Company Classification (Tick applicable box) | Manufacturer | |
| | Supplier | |
| | Professional service provider | |
| | Other service providers, e.g., transporter, etc. | |
| 8.7 Municipal Information | | |
| Municipality where business is situated: | | |
| Registered Account Number: | | |
| Stand Number: | | |
| 8.8 Total Number of years the Company/Firm has been in business: | | |

9. 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 B-BBE status level of contribution indicated in paragraph 1.4 and 6.1 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 9.1 The information furnished is true and correct.
- 9.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 9.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- 9.4 If the B-BBEE status level of contribution has 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 –
- 9.4.1 disqualify the person from the bidding process.
- 9.4.2 recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct.
- 9.4.3 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.
- 9.4.4 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
- 9.4.5 forward the matter for criminal prosecution

| | | | |
|-------------------------|--|------------|--|
| SIGNATURE OF BIDDER(S): | | | |
| WITNESS 1: | | WITNESS 2: | |
| DATE: | | | |
| ADDRESS: | | | |
| | | | |
| | | | |

TO BE FILLED IN AND SIGNED BY A COMMISSIONER OF OATH IF NO B-BBEE CERTIFICATE IS AVAILABLE

SWORN AFFIDAVIT –B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

| | |
|----------------------------|--|
| Enterprise Name | |
| Trading Name | |
| Registration Number | |
| Enterprise Address | |

3. I hereby declare under oath that:
 - The enterprise is _____% black owned.
 - The enterprise is _____% black woman owned.
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands).
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

| | | |
|---------------------------|---|--|
| 100% black owned | Level One (135% B-BBEE procurement recognition) | |
| More than 51% black owned | Level Two (125% B-BBEE procurement recognition) | |
| Less than 51% black owned | Level Four (100% B-BBEE procurement recognition) | |

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 21: BCCEI CERTIFICATE

The Contractor shall attach to this page proof that the tendering entity has been registered with the Bargaining Council for Civil Engineering Industry (BCCEI) of South Africa (refer to Tender Conditions clause F2.14.6), and that he / she will comply with the prescribed Section 31 of the Labour Relations Act, 1995, as published in the government Gazette Notice 42637, dated 16 Aug 2019.

The Contractor herewith accept that he / she will comply with the labour wages per Task Grade as published in above Government Gazette Notice and shall fully familiarise him / her with the latest current wages accordingly.

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

| | | |
|--------------------------|----------|----------------|
| BID Reference No: | 126/2022 | Page 71 of 183 |
| | | |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 22: COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

| | |
|---|--|
| COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993) | |
| <p>Kouga Local Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the Contractor.</p> <p>In order to enter into this agreement, the following information is needed regarding the above-mentioned:</p> | |
| Contractor's registration number with the office of the Compensation Commissioner: | |
| NOTE: A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard. | |

| | | | |
|-------------|--|--------------|--|
| PRINT NAME: | | | |
| CAPACITY: | | NAME OF FIRM | |
| SIGNATURE: | | DATE: | |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 23: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African National Standards (SANS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8. (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SANS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Were

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SANS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

| | | |
|--------------------------|----------|----------------|
| BID Reference No: | 126/2022 | Page 73 of 183 |
| | | |

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

| Description of services, works or goods | Stipulated minimum threshold as a % |
|---|-------------------------------------|
| Bitumen | 100% |
| Aggregate | 100% |
| Road Sign Boards (as per RTSM) | 100% |
| Cement (SANS approved) | 100% |
| | |

Please submit also letters of exemption from dti if local content is not 100%.
Please ensure that you put all the items on Annexure A on which you make an offer.

3. Does any portion of the goods or services offer have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information are accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

| | | | |
|--------------------------------|--|-------------------|--|
| SIGNATURE OF BIDDER(S): | | | |
| WITNESS 1: | | WITNESS 2: | |
| DATE: | | | |
| ADDRESS: | | | |
| | | | |
| | | | |

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP, OR INDIVIDUAL)

IN RESPECT OF BID NO. 162/2020, ISSUED BY KOUGA LOCAL MUNICIPALITY.

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (Full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

| | |
|--|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product have been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

| | SIGNATURE | DATE |
|-----------------------|------------------|-------------|
| TENDERER: | | |
| WITNESS No. 1: | | |
| WITNESS No. 2: | | |

Annex E

Local Content Declaration - Supporting Schedule to Annex C

| | | |
|------|------------------------|--|
| (E1) | Tender No. | |
| (E2) | Tender description: | |
| (E3) | Designated products: | |
| (E4) | Tender Authority: | |
| (E5) | Tendering Entity name: | |

Note: VAT to be excluded from all calculations

| Local Products (Goods, Services and Works) | Description of items purchased | Local suppliers | Value |
|---|---|-----------------|-------|
| | (E6) | (E7) | (E8) |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | (E9) Total local products (Goods, Services and Works) | | |

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 24: FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____ of
(registered address of Company) _____ a company
incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____ in his
capacity as (Designation) _____ of the
Contractor, is duly authorised hereto by a resolution dated _____ /20____, to sign on
behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____
with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

| | |
|---------------------------------|--|
| SIGNATURE OF CONTRACTOR: | |
| DATE: | |
| SIGNATURE OF WITNESS 1: | |
| DATE: | |
| SIGNATURE OF WITNESS 2: | |
| DATE: | |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 25: DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicilium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid, and that I / we cannot withdraw this Bid offer submitted before the termination of the original tender validity period.

I / we specifically take note of Clause 9.2.1.3.1 of the GCC 2015 related to financial implications to me / the Tendering Entity for failure to commence with the Works, or to proceed with the Works, or to complete the Works in accordance with the Scope and Contract and agree to adhere to these Contractual obligations.

Failure to sign this page may lead to Disqualification at Tender Evaluation stage.

| | | | |
|---------------------|--|---------------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |
| WITNESS 1 | | WITNESS 2 | |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

SCHEDULE 26: DECLARATION FOR PROCUREMENT ABOVE R10 MILL (VAT INCL) – (MBD 5)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

| | | | | |
|--|-----|--|----|--|
| 1. Are you by law required to prepare annual financial statements for auditing? | YES | | NO | |
| 1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. | | | | |
| 2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? | YES | | NO | |
| 2.1. If no, this serves to certify that the 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. | | | | |
| | | | | |
| 3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? | YES | | NO | |
| 3.1. If yes, furnish particulars | | | | |
| | | | | |
| 4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? | YES | | NO | |
| 4.1 If yes, furnish particulars | | | | |
| | | | | |

CERTIFICATION

I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

| | | | |
|---------------------|--|-------------|--|
| SIGNATURE | | DATE | |
| NAME (PRINT) | | | |
| CAPACITY | | | |
| NAME OF FIRM | | | |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

**RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF
THREE YEARS**

Part C1: Agreements and Contract Data

| | Page |
|---|-------------|
| C1.1 Form of Offer and Acceptance (Agreement)..... | 84 |
| C1.2 Contract Data..... | 89 |
| C1.3 Form of Guarantee | 100 |
| C1.4 Occupational Health and Safety Agreement..... | 104 |
| C1.5 Protection of Environment Declaration..... | 106 |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

C1.1 Form of Offer and Acceptance

Offer

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

BID NO. 126/2022: RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

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

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

| THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS: | |
|--|---|
| In figures: | R |
| In words: | |
| | |
| | |

- 1.1. This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

| | | |
|-----------------------|--|------|
| Signature(s) | | |
| Name(s) | | |
| Capacity | | |
| Name of tenderer: | | |
| Name of witness: | <i>(Insert name and address of organisation)</i> | Date |
| Signature of witness: | | |

Acceptance

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

The terms of the contract are contained in:

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

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

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

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

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

| | | | |
|--------------------------|---------------------------------|-------|--|
| Signature(s): | | | |
| Name(s): | | | |
| Capacity: | | | |
| For the Employer: | Kouga Local Municipality | | |
| Name of witness: | | Date: | |
| Signature of witness: | | | |

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and address of organization)

Name and signature of witness

Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and address of organization) Kougula Local Municipality
PO Box 21
Jeffreys Bay

Name and signature of witness

Date

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

Confirmation of Receipt

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the.....(day)

of(month)

20.....(year)

at(place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

*ONLY TO BE COMPLETED AT
ACCEPTANCE STAGE*

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

C1.2 Contract Data

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

Copies of these Conditions of Contract may be obtained on the tenderer's own cost from the SAICE.
(Tel: 011 – 055 947).

PART 1: DATA PROVIDED BY THE EMPLOYER

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

| Clause | Description / Wording |
|----------|--|
| 1.1.1.13 | The Defects Liability Period is 12 months, measured from the date of the Certificate of Completion. |
| 1.1.1.14 | The time for achieving Practical Completion is 36 months, calculated from the Commencement Date. |
| 1.1.1.15 | The Employer is the Kouga Local Municipality. |
| 1.1.1.16 | The Employer's Agent is represented by an employee duly authorised thereto in writing. |
| 1.1.1.26 | The Pricing Strategy is: Re-Measurable |
| 1.2.1.2 | The Employer's address for receipt of communications is: Physical Address: 33 Da Gama Road Jeffreys Bay Postal Address: P O Box 21 Jeffrey Bay 6330 Telephone: 042 200 8619 Facsimile: 086 529 7827 |
| 3.2.3 | The Employer's Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract: New Clause 3.2.3.1 "For expenditure on the Contract to exceed the Contract Sum." Existing Clauses: 3.3.1 - Nomination of person as Employer's Agent's Representative. 5.7.2 - Work at night as well as by day 5.8 – non-working times 5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions) 5.13 - Reduction of penalty for delay. 5.14.2 - The issue of a Certificate of Practical Completion. 5.14.4 - The issue of a Certificate of Completion. 5.16.1 - The issue of a Final Approval Certificate. 6.3 – Variation Orders which may exceed R 20 000 6.6 - Instruction to expend on Provisional and Prime Cost Sums 6.11 - Adjustment of General Items & Approval of Claims 8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk. |
| 3.2.4 | The Employer's Agent has been appointed as Agent on this contract, in terms of Clause 5 of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The duly appointed H&S Officials has been appointed as Client Agents on this contract, in terms of Clause 5 of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary |

| Clause | Description / Wording |
|--------|---|
| | assessment of the project generated H&S plan and submit such to the Employer for legal compliance reassessment & verification / approval prior to any works commencing. The duly appointed H&S Officials will be responsible for further monitoring and the auditing of the approved H&S plan for legal compliance. |
| 4.3.1 | <p>Add the following to the clause:</p> <p>“For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Engineering Sector published from time to time.</p> <p>Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.”</p> <p>“The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor’s obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.”</p> |
| 4.3 | <p>Add the following at the end of Clause 4.3:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <p>The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</p> <p>The Contractor undertakes that all relevant duties, obligations, and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</p> <p>The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (I) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</p> <p>The Contractor shall be obliged to report forthwith to the Employer and Employer’s Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer’s Agent, of such investigation, complaint or criminal charge.</p> <p>4.3.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <p>Acquaint himself with the requirements of the Employer’s health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014 and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(1)(b) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor’s health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after the Commencement Date and shall be implemented and maintained from the Commencement of the Works.</p> <p>The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer’s Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of</p> |

| Clause | Description / Wording |
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| | such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified." |
| 5.3.1 | <p>The documentation required before the commencement of the Works is:</p> <p>Health and Safety Plan (Refer Clause 4.3)</p> <p>The Contractor shall deliver his health and safety plan, complete with Risk Assessment, in terms of Regulation 5(1) of the Construction Regulations (2014).</p> <p>Initial Programme (Refer Clause 5.6)</p> <p>The Contractor shall deliver his Initial Programme of carrying out the Works.</p> <p>Security (Refer Clause 6.2)</p> <p>The Contractor shall submit a Performance Guarantee from an Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee, in a sum equal to ten per cent (10%) of the Contract Sum. The wording of the Guarantee shall be identical to the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data.</p> <p>Insurance (Refer Clause 8.6)</p> <p>The Contractor shall submit a "Letter of Confirmation" from the approved Insurance Company certifying that:</p> <p>that the applicable Contractor complies in full of all the requirements and stipulations of Clause 8.6 of the Conditions of Contract, as amended in the Contract Data and, the Insurance Company will immediately notify the Employer of any changes or amendments to the policy / policies and, the Insurance Company will immediately notify the Employer of any non-payment or default relating to the premiums and or policy / policies and, the Insurance Company will immediately notify the Employer should any of the applicable insurances expire or be cancelled before the issue of the "Certificate of Completion" or the "Final Approval Certificate," as the case may be."</p> |
| 5.3.2 | The documentation shall be submitted within 14 days from the Commencement Date. |
| 5.3.3 | <p>Add the following to Clause 5.3.3 after the last sentence:</p> <p>"The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof."</p> |
| 5.4.1 | <p>Between the wording "... Site," and "the location" In the third line, add the following:</p> <p>"Subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof,"</p> |
| 5.4.2 | Access to and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Work and Site Information. |
| 5.6.1 | The Contractor shall deliver his Works programme within fourteen (14) days after the Commencement Date. |
| 5.8.1 | <p>Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours."</p> <p>Normal working hours shall be those as stated in the applicable Sectoral Determination applicable to a 5 (five) day week (Monday to Friday) from 07:00 to 17:00.</p> <p>Non-working days are Saturdays and Sundays. Special non-working days are all applicable gazetted public holidays, election day of the local government elections and national elections (when applicable) and the year-end break.</p> <p>For the purposes of this Contract the year-end break shall be as declared by SAFCEC. The work done by the contractor should be done at hours of the day so as not to influence the normal operation of the existing infrastructure in any manner.</p> |
| 5.8.3 | <p>Add the following new Clause:</p> <p>"5.8.3 The additional cost of supervision and monitoring by the Employer or his representatives, outside</p> |

| Clause | Description / Wording |
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| | non-working times, in accordance with Clause 5.8.1 shall be for the Contractor's account." |
| 5.12.2.2 | <p>Add the following to Clause 5.12.2.2:</p> <p>The time period specified as the time for completion includes allowances for delays and days on which it is expected that work, on the critical path items of the Works, would be prevented due to normal weather conditions such as wind, rainfall or the subsequent waterlogged condition. Based on average weather conditions of wind, rain, and sunshine the allowances are actual and consequential delays shall be as follows:</p> <p>Three working days per month for the months of May to October Two working days per month for the months of November to April</p> <p>If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Agent in writing. The submission shall be made within five calendar days of the resumption of work.</p> <p>The Employer's Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole.</p> <p>The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.</p> |
| 5.12.2.4 | In the event of any disruption which is entirely beyond the Contractor's control, the only compensation will be under the rates tendered for under items 1.2.8 through to 1.2.11. |
| 5.12.3 | Delete the entire subclause 5.12.3. |
| 5.12.5 | <p>Add the following to Clause 5.12</p> <p>5.12.5 Critical Path Provision</p> <p>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</p> |
| 5.13.1 | The penalty for failing to complete the Works is R1000 per day. |
| 5.14.1 | The requirements for Practical Completion are that the Works reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer. |
| 5.14.2 | <p>Issue of Certificate of Practical Completion</p> <p>Replace "the Employer's Agent" in the second line with the following:</p> <p>", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"</p> |
| 5.14.4 | <p>Add the following to Clause 5.14.4:</p> <p>"The work listed in terms of Clause 5.14.2 shall however be completed within 21 days from the date of issue of the Certificate of Practical Completion.</p> <p>Should the Contractor fail to complete all the work so listed within the stated period of 21 days, the date of issue of the Certificate of Practical Completion shall be amended and extended in respect of the outstanding work by the amount of additional time taken by the Contractor to complete all such work."</p> |
| 5.14.5.5 | Delete the contents of Clause 5.14.5.5 and replace with: "Insurance of the Works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data." |
| 5.16.3 | The latent defect period is 10 years. |
| 6.2.1 | <p>Replace the wording "as selected" in Clause 6.2.1 with "as stated."</p> <p>The security to be provided by the Contractor shall be:</p> <p>a Performance Guarantee of ten per cent (10%) of the Contract Sum, plus Retention Money amounting to five per cent (5%) of the Contract Price.</p> <p>Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3.</p> |

| Clause | Description / Wording |
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| | <p>The Performance Guarantee shall be from an approved Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Performance Guarantee.</p> <p>The wording of the Performance Guarantee shall be identical to the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data</p> <p>The time to deliver the Performance Guarantee is within fourteen (14) days after the Commencement Date.</p> |
| 6.2.2 | <p>Replace the entire contents of Clause 6.2.2 with the following:</p> <p>“If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the Performance Guarantee shall differ from the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2.”</p> |
| 6.2.3 | <p>Replace the entire contents of Clause 6.2.3 with the following:</p> <p>“The Contractor shall ensure that the Performance Guarantee remains valid and enforceable until the issue of the Certificate of Completion.”</p> |
| 6.5.1.2.3 | <p>The percentage allowance shall be seven percent (7%).</p> |
| 6.8.2 | <p>The value of the certificates issued shall be adjusted by applying a “Contract Price Adjustment Factor” in accordance with the Contract Price Adjustment Schedule using the following values: The value of “x” is 0,15 The values of the coefficients are: a = 0,30 b = 0,25 c = 0,40 d = 0,05 The urban area nearest the Site is Port Elizabeth.</p> <p>The base month is the month prior to which the tender closes.</p> <p>Data for the Contract Price Adjustment Schedule</p> <p>“L” is the “Labour Index” and shall be the Consumer Price Index for the Eastern Cape where the Site is located and as published in the Consumer Price Index Statistical Release P0141, Additional Tables, Table 14 of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the Producer Price Index for Civil Engineering Plant – as published in the Statistical Release P0151, Table 4 of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the Producer Price Index applicable to the Civil employer Ing industry as published in the Statistical News Release P0151 Table 3 of Statistics South Africa (Note – Table 4 is applicable to Concrete Works and Roads and Earthworks Projects).</p> <p>“F” is the “Fuel Index” and shall be the Producer Price Index for Diesel at Wholesale Level for the Coast area as published in the Statistical News Release P0151, Table 4 of Statistics South Africa.”</p> |
| 6.8.3 | <p>Price adjustments for variations in the costs of special materials are not allowed.</p> |
| 6.10.1 | <p>In subclause 6.10.1 delete "monthly".</p> |
| 6.10.1.5 | <p>The percentage advance on materials on site not yet built into the Permanent Works is 80%.</p> |
| 6.10.3 | <p>Replace the entire contents of Clause 6.10.3 with the following:</p> <p>“Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the “retention money”), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the “Limit of retention money” stated in the Contract Data.”</p> <p>The percentage retention shall be ten per cent (10%) and the “Limit of retention money” shall be five per cent (5%) of the Contract Price, excluding Value Added Tax.</p> |
| 6.10.4 | <p>Replace the wordings “within 7 days” and “within 28 days” in Clause 6.10.4 with the wording “within 5 working days: and “within 30 days”.</p> |
| 6.10.6.2 | <p>Replace the contents of Clause 6.10.6.2 with the following:</p> <p>“No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract.”</p> |
| 6.11.1 | <p>Delete this clause.</p> |

| Clause | Description / Wording |
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| 7.8 | The Defects Liability Period shall be twelve months, measured from the date of Certificate of Completion. |
| 7.2.1 | Add the following at the end of Clause 7.2.1: "Unless otherwise directed in writing by the Employer, all materials for the Permanent Works shall be new and unused." |
| 7.8.1 | In subclause 7.8.1 delete the following: "(fair wear and tear excepted)" |
| 7.8.2.2 | In subsubclause 7.8.2.2 add the following: ", subject to such work being done on a written instruction by the Employer's Agent." |
| 8.6 | Delete Clause 8.6. and replace with the following: Notwithstanding the provisions contained in the General Conditions of Contract regarding insurance, and without limiting the obligations, liabilities and responsibilities of the Contractor in any way whatsoever and on the understanding that the Contractor is not relieved from his obligations towards the Employer regarding the provision (by the Contractor) of any other insurances, the Employer shall effect and maintain for the duration of the Contract until the expiry of the Defects Liability Period, including initial transit to the Contract site Contract Works Insurance (including SASRIA Insurance) and Public Liability (Third Party) Insurance both in the joint names of the Employer and the Contractor (including all Sub-Contractors whether nominated or otherwise), and those on whose behalf the Employer has authority to arrange insurance. The Contractor shall pay for all deductibles incurred as a result of claims made under the Contract. The Policy will be subject to the normal Terms, Exceptions and Conditions applicable to such insurance and will provide the following cover: Section 1 – The Contract Works The Contract Works to be undertaken in terms of the Insured Contract, including all temporary works erected or in the course of erection and all materials for incorporation therein. "Temporary Works" shall mean all constructional aids, equipment, or structures (not being part of the permanent works) used or intended for use on the Insured Contract and which (a) do not comprise mobile plant, the Insured does not intend to remove from the Contract Site on completion of the Contract, and/or have no residual value at the completion of the Contract (other than scrap value) solely due to their specialized nature, to the extent that the value has been included in the Contract price. Surrounding property (as defined in the Policy) not included in nor forming part of the property insured under Item 1 above. Section 2 – Contract Liability Indemnity against the insured party's legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract. THE SUMS INSURED/LIMIT OF LIABILITY Section 1 – CONTRACT WORKS (a) Property insured under Section 1(a) The Contract Works The Agreed and Accepted Contract Value (subject to a maximum of R100M) in respect of any one Contract plus a maximum of 25% escalation, unless the Insurers' agreement to amend these limits is obtained in writing. (b) Property insured under Section 1(b) Surrounding Property R2,500,000 each and every |

| Clause | Description / Wording | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------|---|------------|--------------------------------|------------|--------------------------------|---------|--|------------|--------|------------|--------|----|---------------------------|--------|----------|--------|----------|----|--------------------------------------|--------|---------|--------|---------|----|---------------------------|--------|---------|--------|---------|--|-------------|----------|--|---------|--|------------|--------|------------|--------|----|--------------------------|--------|--------------------------------|--------|----------|---------------------------------|---------|----|------------------------------------|--------|--------------------------------|--------|--------------------------------|---------------------------------|---------|-----------------|
| | <p>loss</p> <p>SECTION 2 - CONTRACT LIABILITY</p> <p>Limit of Indemnity R10 000 000 (Ten Million Rand) for any one occurrence or series of occurrences arising out of one event.</p> <p>EXCLUDED CONTRACTS</p> <p>The following Contracts are specifically excluded from the “blanket” cover arranged by the Employer, and insurance cover will not be arranged by the Employer. The Employer shall arrange with the Insurer for specific insurance cover for these contracts and shall confirm such arrangement and all specific Terms & Conditions of such policy with the Contractor in writing.</p> <p>Any Contract with a Contract Price at award of over R100,000,000 Any Contract with a construction period at award exceeding 24 months Any Contract with a Maintenance or Defects Liability Period exceeding 12 months</p> <p>Any Contract involving</p> <p>4.1 Underground Mine or Colliery Working’ 4.2 Tunnelling 4.3 Foul Berthing 4.4 Stevedoring Work 4.5 “Wet” work at or about or connected with dams, docks, harbours, piers, breakwaters or otherwise involving construction in water</p> <p>THE DEDUCTIBLES</p> <p>The first amount payable by the Insured in respect of each and every occurrence giving rise to a claim under the Policy shall be as follows:</p> <p>STANDARD BUILDING CONTRACTS</p> <table border="1"> <thead> <tr> <th rowspan="2"></th> <th rowspan="2">Description</th> <th colspan="2">Existing</th> <th colspan="2">Renewal</th> </tr> <tr> <th>Gross rate</th> <th>Excess</th> <th>Gross rate</th> <th>Excess</th> </tr> </thead> <tbody> <tr> <td>A1</td> <td>Contract Value up to R10M</td> <td>0.205%</td> <td>R 10,000</td> <td>0.205%</td> <td>R 10,000</td> </tr> <tr> <td>A2</td> <td>Contract Value above R10M up to R25M</td> <td>0.255%</td> <td>R15,000</td> <td>0.255%</td> <td>R15,000</td> </tr> <tr> <td>A3</td> <td>Contract Value above R25M</td> <td>0.255%</td> <td>R25,000</td> <td>0.255%</td> <td>R25,000</td> </tr> </tbody> </table> <p>CIVIL & all other CONTRACTS</p> <table border="1"> <thead> <tr> <th rowspan="2"></th> <th rowspan="2">Description</th> <th colspan="2">Existing</th> <th colspan="2">Renewal</th> </tr> <tr> <th>Gross rate</th> <th>Excess</th> <th>Gross rate</th> <th>Excess</th> </tr> </thead> <tbody> <tr> <td rowspan="2">B1</td> <td>Contract Value up to R1M</td> <td rowspan="2">0.350%</td> <td>0.25% of claim minimum R10 000</td> <td rowspan="2">0.350%</td> <td rowspan="2">R 10,000</td> </tr> <tr> <td>Canals/water channels & bridges</td> <td>R35,000</td> </tr> <tr> <td rowspan="2">B2</td> <td>Contract Value above R1M up to R5M</td> <td rowspan="2">0.350%</td> <td>0.25% of claim minimum R20 000</td> <td rowspan="2">0.350%</td> <td>0.25% of claim minimum R15,000</td> </tr> <tr> <td>Canals/water channels & bridges</td> <td>R35,000</td> <td>Minimum R35,000</td> </tr> </tbody> </table> | | Description | Existing | | Renewal | | Gross rate | Excess | Gross rate | Excess | A1 | Contract Value up to R10M | 0.205% | R 10,000 | 0.205% | R 10,000 | A2 | Contract Value above R10M up to R25M | 0.255% | R15,000 | 0.255% | R15,000 | A3 | Contract Value above R25M | 0.255% | R25,000 | 0.255% | R25,000 | | Description | Existing | | Renewal | | Gross rate | Excess | Gross rate | Excess | B1 | Contract Value up to R1M | 0.350% | 0.25% of claim minimum R10 000 | 0.350% | R 10,000 | Canals/water channels & bridges | R35,000 | B2 | Contract Value above R1M up to R5M | 0.350% | 0.25% of claim minimum R20 000 | 0.350% | 0.25% of claim minimum R15,000 | Canals/water channels & bridges | R35,000 | Minimum R35,000 |
| | Description | | | Existing | | Renewal | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Gross rate | Excess | Gross rate | Excess | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A1 | Contract Value up to R10M | 0.205% | R 10,000 | 0.205% | R 10,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A2 | Contract Value above R10M up to R25M | 0.255% | R15,000 | 0.255% | R15,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A3 | Contract Value above R25M | 0.255% | R25,000 | 0.255% | R25,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Description | Existing | | Renewal | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Gross rate | Excess | Gross rate | Excess | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B1 | Contract Value up to R1M | 0.350% | 0.25% of claim minimum R10 000 | 0.350% | R 10,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Canals/water channels & bridges | | R35,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B2 | Contract Value above R1M up to R5M | 0.350% | 0.25% of claim minimum R20 000 | 0.350% | 0.25% of claim minimum R15,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Canals/water channels & bridges | | R35,000 | | Minimum R35,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Clause | Description / Wording | | | | | | | | | | | | | | | | | | |
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| B3 | Contract Value above R5M | 0.350% | 0.25% of claim minimum R50 000 | 0.350% | 0.25% of claim minimum R50,000 | | | | | | | | | | | | | | |
| | Canals/water channels & bridges | | R50,000 | | | | | | | | | | | | | | | | |
| (C) Liability Risks | | | | | | | | | | | | | | | | | | | |
| Liability limit: R10,000,000 | | | | | | | | | | | | | | | | | | | |
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| (D) SASRIA | | | | | | | | | | | | | | | | | | | |
| Rate: 1.00% | | | | | | | | | | | | | | | | | | | |
| The Employer will pay all premiums in connection with the insurance affected by the Employer. | | | | | | | | | | | | | | | | | | | |
| In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor or sub-Contractor shall in addition to any statutory requirement or other requirements contained in the Conditions of Contract, immediately notify the Employer's Insurance Brokers by telephone or in writing giving the circumstances, nature and an estimate of the loss or damage; | | | | | | | | | | | | | | | | | | | |
| complete a Claims Advice Form available from the Insurance Brokers to whom the form shall be returned without delay – a copy shall be sent to the Employer's Agent. | | | | | | | | | | | | | | | | | | | |
| negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers, subject to the settlement being approved by the Employer. | | | | | | | | | | | | | | | | | | | |
| The Employer and Insurers shall have the right to make all and any enquiries, either on the site or elsewhere, as to the cause and results of any such occurrence and the Contractor shall give full facilities for carrying out such enquiries. | | | | | | | | | | | | | | | | | | | |
| Any amount which becomes payable as a result of a claim by the Contractor under the insurance effected by the Employer shall be paid net of the deductibles to the Employer, who shall pay the said amount to the Contractor upon rectification, repair or reinstatement of the loss or damage, but this provision shall not in any way affect the Contractor's obligations, liabilities and responsibilities in terms of the Contract. | | | | | | | | | | | | | | | | | | | |
| Submission of a Tender shall be deemed as acceptance by the Contractor that he is satisfied with the scope of the insurances effected by the Employer. | | | | | | | | | | | | | | | | | | | |
| The Contractor and/or Sub-Contractor shall provide, as a minimum, the following: | | | | | | | | | | | | | | | | | | | |
| Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended | | | | | | | | | | | | | | | | | | | |
| Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident. | | | | | | | | | | | | | | | | | | | |
| Insurance on an All-Risks basis for construction plant, equipment, and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction | | | | | | | | | | | | | | | | | | | |

| Clause | Description / Wording |
|--------|---|
| | <p>plant, equipment, and other things.</p> <p>Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third-Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million.</p> <p>Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p> <p>Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</p> <p>These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.</p> <p>The Contractor may affect, at his own cost, any insurance additional to that affected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances.</p> <p>The insurances to be provided by the Contractor and Sub-Contractor shall be affected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the employer, produce to the employer the Policy or Policies of insurance and the receipts for payment of the current premiums.</p> <p>If the Contractor fails to effect and keep in force the insurances referred to, then the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.</p> <p>where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall ensure that potential and appointed Sub-Contractors are aware of the whole content of this Special Conditions of Contract Clause; and</p> <p>Ensure the compliance of Sub-Contractors with this Special Conditions of Contract clause, where applicable.</p> <p>The Contractor warrants that he shall give all notices and shall observe all the Terms and Conditions and requirements of all insurances applicable to this Contract.</p> |
| 9.1.4 | <p>Replace the contents of Clause 9.1.4 with the following: "Up to the time of termination of the Contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the Contract and the Contractor is precluded from exercising his right to terminate the Contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor: will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and</p> <p>will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities</p> <p>Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.</p> <p>No payment will be made in terms of this Clause after the expiry of the Due Completion Date.</p> |
| 10.3.2 | Dispute resolution shall be by amicable settlement. |
| 10.5.1 | Dispute resolution shall be by ad-hoc adjudication. |
| 10.5.3 | The number of Adjudication Board Members to be appointed is one (1). |
| 10.7.1 | The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration. |

| Clause | Description / Wording |
|--------|--|
| 10.11 | Add the following additional clause: "Details to be confidential The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent." |

PART 2: DATA PROVIDED BY THE CONTRACTOR

| Clause | Description / Wording |
|---------|---|
| 1.1.1.9 | The Contractor is: |
| 1.2.1.2 | The Contractor's address for receipt of communications and notices is: Address (Postal): Address (Physical): Telephone Number (Work): Telephone Number (After Hours): Facsimile Number: Electronic Mail Address (E-mail): |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

C1.3 Form of Guarantee

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: Kouga Local Municipality

"Contractor" means:

" Employer's Agent " means JG AFRIKA (Pty) Ltd

"Works" means: **BID No. 126/2022: RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS**

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract

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

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

Amount in words:

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

Amount in words:

"Expiry Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:

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

14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently approved for issue of contract guarantees to the Municipality:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank nan
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societal Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
Coracle sat
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Home Loan Guarantee Co.
Infiniti Insurance Limited
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Rennase Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

C1.4 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN KOUGA LOCAL MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

..... ,
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,, representing

....., as an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer:

Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Employer's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the.....day of.....20....

Witness

Mandatory

Signed at on the.....day of.....20....

Witness

for and on behalf of
Kouga Local Municipality

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary and shall be appropriate to the work being undertaken.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. 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 and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

C1.5 Protection of the Environment Declaration

The Contractor will not be given right of access to the Site until this form has been signed.

BID NO.: 126/2022

CONTRACT TITLE: RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

I/ we,{Contractor} record as follows:

1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Bills of Quantities items for the Environmental Management Programme.
4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Employer's Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
 - 4.1 The Employer's Agent, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
 - 4.2 The Employer's Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Employer's Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed Date.....
CONTRACTOR

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

Part C2: Pricing Data

| | Pages |
|---------------------------------------|--------------|
| C2.1 Pricing Assumptions | 108 |
| C2.2 Bills of Quantities | 110 |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

C2.1 Pricing Instructions

Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provision of SANS 1200-A, General.
2. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bills of Quantities, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

3. The clauses in a specification in which further information regarding the bill item appears, are given under "Reference clause" in the Bills of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of billed items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g., G for SANS 1200 G.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted, as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
9. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tender. (Refer to www.stanza.org.za or www.iso.org for information on standards)
10. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
11. Reasonable compensation will be received where no pay items appear in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
12. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

| | | | | | |
|----------------------|---|-----------------------|----------|---|------------------|
| mm | = | millimetre | h | = | hour |
| m | = | metre | kg | = | kilogram |
| km | = | kilometre | t | = | tonne (1000 kg) |
| m ² | = | square metre | No. | = | number |
| m ² .pass | = | square metre-pass | sum | = | lump sum |
| ha | = | hectare | MN | = | meganewton |
| m ³ | = | cubic metre | MN.m | = | meganewton-metre |
| m ³ .km | = | cubic metre-kilometre | P C sum | = | Prime Cost sum |
| l | = | litre | Prov sum | = | Provisional sum |
| kl | = | kilolitre | % | = | percent |
| MPa | = | megapascal | kW | = | kilowatt |
| Km-pass | = | kilometre-pass | R/only | = | Rate only |
| KPa | = | kilopascal | W/day | = | Workday |

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

**RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE
YEARS**

C2.2 Bills of Quantities

SECTION 1: PRELIMINARY AND GENERAL

| ITEM NO | PAYMENT REFERS | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|---|------------------------|--|-------|-----|------|--------|
| SECTION 1: PRELIMINARY & GENERAL | | | | | | |
| 1.1 | SANS 1200 A | SCHEDULED FIXED-CHARGE AND VALUE RELATED ITEMS | | | | |
| 1.1.1 | PSA 8.3.1 | Contractual Requirements | Sum | 1 | | |
| | 8.3.2 | Establishment of Facilities on the Site: | | | | |
| | SANS 1200 A | Facilities for the Contractor | | | | |
| 1.1.2 | 8.3.2.2 (a) | Site Offices | Sum | 3 | | |
| 1.1.3 | 8.3.2.2 (b) | Workshops & Storage Sheds | Sum | 3 | | |
| 1.1.4 | 8.3.2.2 (d) | Living accommodation | Sum | 3 | | |
| 1.1.5 | 8.3.2.2 (e) | Ablution and latrine facilities with wash hand basins and taps | Sum | 3 | | |
| 1.1.6 | 8.3.2.2 (f) | Tools and equipment | Sum | 3 | | |
| 1.1.7 | 8.3.2.2 (g) | Water supplies, electrical power and communications | Sum | 3 | | |
| 1.1.8 | 8.3.2.2 (i) | Access | Sum | 3 | | |
| 1.1.9 | 8.3.2.2 (j) | Plant | Sum | 3 | | |
| 1.1.10 | PSA8.3.2.2 (k) | Rain gauge | Sum | 3 | | |
| 1.1.11 | PSA 8.3.9 | Removal, clean and rehabilitate of Contractor's camp and site establishment, including offices, container facilities, fencing, materials, ablutions, fuel supply, etc. | Sum | 3 | | |
| 1.1.12 | | Relocation of Contractors Site camp and plant from Jeffreys Bay to the following towns and back: | | | | |
| 1.1.2.1 | | Humansdorp | Sum | 3 | | |
| 1.1.2.2 | | St Francis and Cape St Francis | Sum | 3 | | |
| 1.1.2.3 | | Loerie | Sum | 3 | | |
| 1.1.2.4 | | Hankey | Sum | 3 | | |
| 1.1.2.5 | | Patensie | Sum | 3 | | |
| 1.1.2.6 | | Thornhill | Sum | 3 | | |
| 1.2 | SANS 1200 A, AB | SCHEDULED TIME-RELATED ITEMS | | | | |
| 1.2.1 | PSA 8.4.1 | Contractual Requirements | Month | 36 | | |
| | PSA 8.4.2 | Operation and Maintenance of Facilities on Site for: | | | | |
| | 8.4.2.1 | Facilities for Engineer: | | | | |
| 1.2.2 | PSAB 3.1 | Contract Name boards | Month | 36 | | |
| | 8.4.2.2 | Facilities for Contractor: | | | | |
| | | Main Site establishment for major works estimated at 6 months per year for 3 year period: | | | | |
| 1.2.3 | 8.4.2.2 (a) | Site Offices, all towns. | Month | 18 | | |
| 1.2.4 | 8.4.2.2 (b) | Workshops and Storage Sheds, all towns. | Month | 18 | | |
| 1.2.5 | 8.4.2.2 (d) | Living Accommodation, all towns. | Month | 18 | | |
| 1.2.6 | 8.4.2.2 (e) | Ablution and Latrine Facilities, all towns. | Month | 18 | | |
| 1.2.7 | 8.4.2.2 (f) | Tools and Equipment, all towns. | Month | 18 | | |
| 1.2.8 | 8.4.2.2 (g) | Water, Electricity, Communications | Month | 18 | | |
| 1.2.9 | 8.4.2.2 (i) | Access, all towns. | Month | 18 | | |
| 1.2.10 | 8.4.2.2 (j) | Plant, all towns. | Month | 18 | | |
| 1.2.11 | PSA8.3.2.2 (k) | Rain gauge, all towns. | Month | 18 | | |
| 1.2.12 | PSA 5.9 | Traffic Accommodation at all roads where work will take place. | Month | 36 | | |
| | PSA 8.4.3 | Supervision for Duration of Construction (Refer to Min Requirements in Clause F2.1.4.3) : | Month | 18 | | |
| 1.2.13 | 8.4.4 | Company and Head Office overhead costs for the Duration of the Contract. | Month | 36 | | |
| 1.2.14 | PSA 8.4.5.1 | Provision of Security Personnel. | Month | 36 | | |
| 1.2.15 | | Reduced establishment for major works estimated at 6 months per year for 3 year period: | | | | |
| 1.2.15.1 | | Maintaining of reduced site facilities and plant for small works including pothole repairs, installation of kerbs, etc. for additional 6 months per year | Month | 18 | | |
| <i>Note: The combined amounts for Fixed and Time-Related charges tendered, in accordance with Clauses PSA 8.3.1 and PSA 8.4.1 may not exceed twenty percent (20%) of the total tendered contract sum excluding contingencies and VAT.</i> | | | | | | |
| TOTAL CARRIED FORWARD | | | | | | |

SECTION 1: PRELIMINARY & GENERAL

| ITEM NO | PAYMENT REFERS | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|---|----------------|---|----------|-----|------|--------|
| BROUGHT FORWARD | | | | | | |
| 1.3 | PSA 8.5 | SUMS STATED PROVISIONALLY BY THE EMPLOYER | | | | |
| 1.3.1 | | Repair and / or relocate damaged unknown sewer, water, stormwater, etc. services (Provisional). | Prov Sum | 1 | | |
| 1.4 | PSA 8.7 | DAYWORKS No Dayworks shall be paid unless pre-approved by Engineer in Rates to include all employment costs and profit for: | | | | |
| | | a) Labour: | | | | |
| 1.4.1 | (LI) | Unskilled General Worker (Task Grade 1) | hr | 300 | | |
| 1.4.2 | (LI) | Semi-skilled (Task Grade 3) | hr | 200 | | |
| 1.4.3 | (LI) | Operators (Task Grade 4) | hr | 200 | | |
| 1.4.5 | (LI) | Construction Foreman (Task Grade 7) | hr | 200 | | |
| | | b) Plant: | | | | |
| 1.4.6 | | Mechanical Asphalt Paver | hr | 20 | | |
| 1.4.7 | | 15 ton pneumatic tyre roller | hr | 30 | | |
| 1.4.8 | | 10 ton double drum vibratory steel wheel roller | hr | 30 | | |
| 1.4.9 | | 12 ton static steel wheel roller | hr | 40 | | |
| 1.4.10 | | Low bed | hr | 40 | | |
| 1.4.11 | | Pedestrian roller | hr | 40 | | |
| 1.4.12 | | Concrete mixer | hr | 20 | | |
| 1.4.13 | | 10 ton tipper truck | hr | 100 | | |
| | | c) Travelling : | | | | |
| 1.4.14 | | Low bed | km | 120 | | |
| 1.4.15 | | Large trucks > 22 ton | km | 100 | | |
| 1.4.16 | | Small trucks > 22 ton | km | 200 | | |
| 1.4.17 | | 3t Delivery vehicle | km | 200 | | |
| 1.4.18 | | Standard LDV | km | 800 | | |
| 1.4.19 | | Grader travel | km | 50 | | |
| 1.5 | PSA 8.3.5 | OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND THE Compliance with the OHS Act 1993 and Construction Regulations, 2014. The Contractor's rate shall include full compensation for complying, amongst other, with the following provisions: | | | | |
| 1.5.1 | | Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations 2014 | Sum | 1 | | |
| 1.5.2 | | Contractor's time related obligations in respect of the Occupational Health & Safety Act and Construction Regulations | Month | 36 | | |
| 1.5.3 | | Provision of <u>full time</u> Construction Safety Officer <i>The list of OH&S Obligations scheduled above are not necessarily complete and shall not limit the Contractor's obligation in terms of the Construction Regulations, 2014 and Section C3.5: H&S Requirements and Procedures.</i> | Month | 36 | | |
| 1.6 | | QUALITY ASSURANCE PLAN | | | | |
| 1.6.1 | | Provision for the development of a Quality Assurance Plan | Sum | 1 | | |
| 1.6.2 | | Provision for the implementation and management of the Quality Assurance Plan for the duration of the Contract. | Month | 36 | | |
| 1.7 | PSA 8.3.6 | ENVIRONMENTAL AWARENESS | | | | |
| 1.7.1 | | Attend Environmental awareness training and Inductions | Prov Sum | 1 | | |
| 1.7.2 | | Compliance with environmental management specification, for the duration of the Contract. | Prov Sum | 1 | | |
| TOTAL CARRIED FORWARD TO SUMMARY | | | | | | |

SECTION 2: ROADWORKS

| Item No | Payment | Description | Unit | Quantity | Rate | Amount R |
|------------------------------|--------------|--|----------------|----------|------|----------|
| 2 | | SECTION 2: ROADWORKS | | | | |
| 2.1 | | CLEAR SITE | | | | |
| | 8.2.1 | Clear and grub | | | | |
| 2.1.1 | | (a) Broom cleaning of street surface | m ² | 68,000 | | |
| 2.3 | SANS1200 ME | SUBBASE | | | | |
| | 8.3.3 | Construct G6 / G7 quality subbase with material from cut and select (and screen as necessary), from existing road excavation, compacted to 95% of mod. AASHTO maximum density: | | | | |
| 2.3.1 | | (a) 150mm thick layer in roadways | m ³ | 300 | | |
| 2.4 | SANS 1200 MF | BASE | | | | |
| | 8.3.3 | Construct G4 quality Base layer with material from cut and select (and screen as necessary), from existing road excavation, compacted to 97% of mod. AASHTO maximum density: | | | | |
| 2.4.1 | | (a) 100mm thick layer in roadways | m ³ | 300 | | |
| 2.5 | SANS 1200 MH | ASPHALT BASE AND SURFACING | | | | |
| 2.6 | 8.5.3 | TACK COAT | | | | |
| 2.6.1 | | Tack coat using 30% stable mix emulsion. | m ² | 68,000 | | |
| 2.7 | | SLURRY SEAL | | | | |
| 2.7.1 | | Coarse aggregate slurry seal | m ² | 5,000 | | |
| 2.8 | | CAPE SEAL | | | | |
| 2.8.1 | | 13,2mm aggregate, fog spray and fine slurry (Binder 65% spray-grade cationic emulsion) | m ² | | | |
| 2.9 | | HOT PREMIX | | | | |
| | | Continuously graded medium Type Iva hot premix surfacing placed with a mechanical paver, using 60/70 pen grade bitumen at 25mm thickness | m ² | 68,000 | | |
| 2.10 | 8.5.5 | VARIATION IN QUANTITIES OF PRIME AND BITUMINOUS BINDERS | | | | |
| 2.10.1 | | (a) MC 30 cutback bitumen | t | | | |
| 2.10.2 | | (b) 65% spray grade emulsion | t | | | |
| 2.11 | 8.5.5 | VARIATION IN QUANTITIES OF AGGREGATE | | | | |
| 2.12 | MH 8.5.9 | SAWCUTS | | | | |
| 2.12.1 | | (a) Cutting asphalt, 25mm thick | m | 300 | | |
| 2.12.2 | | (b) Cutting pavement layers, 100 mm thick | m | 300 | | |
| 2.12.3 | MH 8.5.10 | Cleaning the joints with compressed air | m | 300 | | |
| 2.12.4 | MH 8.5.12 | Extra-over Item for the transportation (long haul) of bitumen from outside the Kouga Municipal area. | Sum | | | |
| 2.13 | | POTHOLES AND SURFACE REPAIRS | | | | |
| 2.13.1 | | Pothole repairs complete as per C3.7, Annexure 2, Par 14 for sizes: | | | | |
| 2.13.1.1 | | a) 0.1m2 - 0.5m2 | m ² | 500 | | |
| 2.13.1.2 | | b) 0.501m2 - 5m2 | m ² | 500 | | |
| Total Carried Forward | | | | | | |

SECTION 2: ROADWORKS

| Item | Payment | Description | Unit | Quantity | Rate | Amount R |
|------------------------------|--------------|--|-------|----------|------|----------|
| Brought Forward | | | | | | |
| | SANS 1200 MK | KERBING AND CHANNELING | | | | |
| | | CONCRETE KERBS AND CHANNELS | | | | |
| 2.14 | 8.2.1 | PRECAST CONCRETE KERBING | | | | |
| | | (a) Barrier Kerb, SANS - Fig 7. | | | | |
| 2.14.1 | | (i) Straights | m | 200 | | |
| 2.14.2 | | (ii) Curves, 1m to 5m radius | m | 200 | | |
| 2.14.3 | | (iii) Curves, 5m radius and larger. | m | 200 | | |
| 2.15 | 8.2.2 | PRECAST CONCRETE KERBING CHANNELLING COMBINATION | | | | |
| | | (a) Mountable kerb (Channel Type) | | | | |
| 2.15.1 | | (i) Straights | m | 200 | | |
| 2.15.2 | | (ii) Curves, 1m to 5m radius | m | 200 | | |
| 2.15.3 | | (iii) Curves, 5m radius and larger. | m | 200 | | |
| 2.16 | 8.2.4 | DEPRESSED KERBS | | | | |
| 2.16.1 | | (a) Depressed kerbs at pedestrian crossings | m | 200 | | |
| 2.17 | MK 8.2.16 | IN-SITU TRANSITIONS | | | | |
| | | Concrete Class 25 transitions, 2m long between: | | | | |
| 2.17.1 | | (a) Barrier Kerb (Fig 7) and Mountable (Channel-type) kerb | No | 10 | | |
| 2.17.2 | MK 8.2.17 | Cast in-situ concrete (15 MPa) for parking embayment bullnoses and curves | m³ | 10 | | |
| | SANS 1200 MM | ANCILLARY ROADWORKS | | | | |
| 2.18 | 8.3 | PERMANENT ROAD SIGNS | | | | |
| | 8.3.6 | Supply and install all statutory high-reflective Road Signs, and the like, supplied and erected complete with soil-cement. All road signsto fully comply with the SADC-RTSM guidelines : | | | | |
| 2.18.1 | | (a) Regulatory Stop sign (R1), 600mm diameter | No | 5 | | |
| 2.18.2 | | (b) Warning sign (W-series), 900mm sides | No | 5 | | |
| 2.18.3 | | (c) Danger plate sign (W401), 600mm x 150mm | No | 5 | | |
| 2.18.4 | | (d) Danger plate sign (W402), 600mm x 150mm | No | 5 | | |
| 2.18.5 | | (e) Additional Road Signage on approval | P.Sum | | | |
| 2.18.6 | 8.3.7 | Dismantling and re-erection of road signs having a surface area of: (a) Up to 2m2 | No | 15 | | |
| 2.18.7 | 8.3.7 | Dismantling and storing of road signs having a surface area of: (a) Up to 2m2 | No | 15 | | |
| Total Carried Forward | | | | | | |

SECTION 2: ROADWORKS

| Item No | Payment | Description | Unit | Quantity | Rate | Amount R |
|---|----------|--|----------------|----------|------|----------|
| Brought Forward | | | | | | |
| 2.19 | 8.4 | ROAD MARKINGS | | | | |
| | MM 8.4.1 | Supply and apply SANS approved high quality / high reflective Road Paint with glass-beads, including setting out and pre-marking. All Markings shall fully comply with the applicable SADC -RTSM guidelines. | | | | |
| 2.19.1 | | (a) White lines (broken or unbroken) : | | | | |
| 2.19.2 | | (i) 100mm wide | m | 1,000 | | |
| 2.19.3 | | (ii) 300mm wide | m | 1,000 | | |
| | | (b) White characters and symbols | m ² | 30 | | |
| 2.19.4 | | (a) Yellow lines (broken or unbroken) : | | | | |
| 2.19.5 | | (i) 100mm wide | m | 1,000 | | |
| 2.19.6 | | (ii) 300mm wide | m | 1,000 | | |
| | | (b) White characters and symbols | m ² | 30 | | |
| 2.19.7 | MM 8.4.6 | Reinstate road markings at the end of the maintenance period. | Sum | | | |
| 2.20 | | SPEEDHUMPS | | | | |
| 2.20.1 | | Construction of Speedhumps complete, as detailed on Drw DRWG-001. Signage and Road markings measured elsewhere. | No.off | 30 | | |
| 2.20.2 | | Extra Over 2.20.2 longer or shorter | m | 200 | | |
| 2.21 | | Supply and fix Solar-powered reflective flickering Cat-eyes where indicated. | No.off | 50 | | |
| TOTAL CARRIED FORWARD TO SUMMARY | | | | | | |

SUMMARY OF SCHEDULE OF QUANTITIES

| DESCRIPTION OF WORK SCOPE SECTIONS | RATE | TENDER AMOUNTS |
|--|-------|----------------|
| SECTION 1: PRELIMINARY & GENERAL | | |
| SECTION 2 : ROADWORKS | | |
| SUB-TOTAL TENDER AMOUNT (A) - excl VAT | | |
| ESCALATION (5% of Sub-Total A) | 5.0% | |
| SUB-TOTAL (B) | | |
| VALUE ADDED TAX (15% of Sub-total B) | 15.0% | |
| TOTAL TENDER AMOUNT (incl VAT) - TO FORM OF OFFER | | |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

**RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF
THREE YEARS**

Part C3 Scope of Works

| Content | Pages |
|---|--------------|
| C3.1 Description of the Works | 118 |
| C3.2 Engineering..... | 120 |
| C3.3 Procurement | 121 |
| C3.4 Construction | 122 |
| C3.5 Management | 151 |
| C3.6 Health and Safety Specifications | 156 |
| C3.7 Annexures..... | 174 |

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

C3.1 Description of the Works

STATUS

In the event of any discrepancy between the Scope of Work and any part of the SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Scope of Work shall take precedence and prevail in the Contract.

C3.1.1. EMPLOYER'S OBJECTIVE

The employer's objective is to reseal roads in the entire municipal area. This maintenance will increase the useful life of the roads.

C3.1.2. OVERVIEW OF THE WORKS

The employer's objective is to reseal roads in the entire municipal area. This maintenance will increase the useful life of the roads.

The primary objective of the project is to reseal roads.

C3.1.3. EXTENT OF THE WORKS

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

- Pothole and road surface repair
- Resealing of roads
- Auxillary roadworks,
- Speed humps

The roads to be resealed or maintained are as follows:

Humansdorp:

| | | |
|------------------|---|-------------|
| Olienhout Street | - | Boskloof |
| Piet Uys Street | - | Town |
| Hoffman Street | - | Gill Marcus |
| Pelican Street | - | Gill Marcus |
| Zakhe Street | - | Kwanomzamo |

Jeffreys Bay:

| | | |
|--------------------|---|----------------|
| Blombos Street | - | Wavecrest |
| Beefwood Street | - | Wavecrest |
| Dogwood Street | - | Wavecrest |
| Diaz Street | - | CBD |
| Diaz Beachfront | - | CBD |
| Nerita Street | - | C-Place |
| Omdraai Street | - | C-Place |
| Jacana Street | - | Aston Bay |
| Cormorandt Street | - | Aston Bay |
| Johan Muller | - | Paradise Beach |
| Joey Fourie Street | - | Paradise Beach |

St Francis Bay:

Grande Comore Street
Harbour Road
Assisi Street

Loerie:
Judy Street
Marlene Street

Patensie:
Road to Citrus area
Du Plessis Street
Protea Street

Hankey:
Main Street
Dahlia Street
Damon Street

Cape St Francis:
St Francis Way
President Reitz

Oyster Bay:
Kabeljou (into Roman)
Roman Street.

The appointment of a Contractor will be for a three year period. It is envisaged that the reseal portion of the project be done over a six month period for each of the three years. The main site camp and machinery will have to be in place for this 6 month per year period. The outstanding 6 months for each year the main scope of the work will be reduced to pothole repairs and smaller works. A reduced plant contingent will be applicable for this 6 month period.

In the Schedule of Quantities, allowance is made for a main site establishment of 6 months per year for major reseal works, and a reduced site establishment of 6 months for the smaller works (excluding major reseal work).

The main site camp must be in Jeffreys Bay. Allowance is made for the relocation of plant etc to areas in the Kouga Area.

Construction methods must be such that no property or life is endangered. The employer accepts no responsibility for work that is done outside the site boundaries without the Employer's approval.

Sufficient photos of structures, walls and areas that have to be crossed must be taken by the Contractor and handed over to the Employer before such operations commence.

The Contractor must program his work in such a way that no construction is to be done during the holiday season and public holidays.

The above description is not necessarily complete and shall not limit the work to be carried out under this Contract.

Approximate quantities of the Works are provided in the Bill of Quantities.

C3.1.4. LOCATION OF THE WORKS

The location of the works will across the entire municipal area.

C3.1.5. TEMPORARY WORKS

No specific temporary works are envisaged in the current design or planned execution of the works except where the Contractor may want to incorporate it as part of his work method.

KOUGA LOCAL MUNICIPALITY

CONTRACT NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

C3.2 Engineering

C3.2.1. DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage:

| | |
|--|------------|
| Concept, feasibility, and overall process | Employer |
| Basic Employer and detail layout to tender stage | Employer |
| Final design approved for construction stage | Employer |
| Temporary Works | Contractor |
| Preparation of As Built (marked up Employers drawings) | Contractor |

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

C3.2.2. DRAWINGS

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works and dimensions shall not be scaled from the Drawings, unless required by the Employers.

The contractor is to provide the Employer with a full set of Workshop Drawings. Please note that material may only be ordered once the Employer has approved the above.

The Employer will, on the request of the Contractor, and in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate As-Built records are kept of all infrastructure installed or relocated during the contract and where necessary, levels shall also be provided.

A marked-up set of Drawings shall be kept and updated by the Contractor on a day-to-day basis. This information shall be supplied to the Employers Representative as and when needed.

All information in possession of the Contractor where required by the Employer and/or the Employers Representative to complete the As Built/Record Drawings, must be submitted to the Employers Representative before the Certificate of Completion may be issued.

C3.2.3. DESIGN PROCEDURES

The Contractor is responsible for the design of all the Temporary Works/Workshop Drawings required for the construction and execution of the Permanent Works. This includes all health and safety measures as well as temporary support systems, until the completion of the Contract.

As guidance to the Contractor, the following Temporary Works that may be required during construction and execution of the Permanent Works are:

- (i) Fall protection and safety when working at heights
- (ii) Record keeping and recording of As Built data for the Employer.

The above description is not necessarily complete and shall not limit the work to be carried out.

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING OF ROADS IN THE KOUGA LOCAL MUNICIPALITY (PHASE 1)

C3.3 Procurement

C3.3.1. PREFERENTIAL PROCUREMENT PROCEDURES

Requirements

Tenders will be evaluated in terms of the Standard Conditions of Tender, the Tender Data, and Employer's Supply Chain Management Policy.

Copies of the Employer's Supply Chain Management Policy are obtainable from the Employer's website.

C3.3.2. Resources Standards pertaining to targeted procurement

None.

C3.3.3. SUBCONTRACTING

C3.3.3.1. Scope of mandatory subcontract works

None.

C3.3.3.2. Preferred subcontractors / suppliers

None.

C3.3.3.3. Subcontracting procedures

None.

C3.3.3.4. Attendance on subcontractors

None.

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

C3.4 Construction

C3.4.1. WORKS SPECIFICATION

C3.4.1.1. Applicable SANS standards

The applicable SANS 1200 Standardized Specifications for Civil Engineering Construction, as amended in the various variations and additions listed under C3.4.11 and read in conjunction with the SANS 0120 Code of Practise for use with Standardized specifications for Civil Engineering Construction and Contract Documents shall apply.

Other applicable SANS specifications and standards are specified elsewhere.

C3.4.1.2. Other standards

As specified elsewhere.

C3.4.1.3. Applicable national and international standards

For the purpose of this Contract the latest issues of the following SANS 1200 Standardized Specifications for Civil Engineering Construction as applicable at the date of the tender advertisement and as amended in the various variations and additions listed under C3.4.11, shall apply:

| | | |
|--------------|---|----------------------------|
| SANS 1200 A | : | GENERAL |
| SANS 1200 C | : | SITE CLEARANCE |
| SANS 1200 D | : | EARTHWORKS |
| SANS 1200 M | : | ROADS (GENERAL) |
| SANS 1200 ME | : | SUBBASE |
| SANS 1200 MF | : | BASE |
| SANS 1200 MH | : | ASPHALT BASE AND SURFACING |
| SANS MJ | : | SEGMENTED PAVING |
| SANS MK | : | MATERIALS |
| SANS MM | : | AXILLARY ROADWORK2 |

The various variations and additions applicable to the SANS 1200 Standardized Specifications are listed under C3.4.11.

The following Particular Specifications for work not covered by the SANS 1200 Standardized Specifications, as amended, are also bound under the Scope of Work and C3.4.11, namely

C3.6 Health and Safety Specifications

C3.4.1.4. Certification by recognised bodies

As specified elsewhere.

C3.4.1.5. Agreement certificates

As specified elsewhere.

C3.4.2. PLANT AND MATERIALS

C3.4.2.1. Plant and materials supplied by the employer

The Employer shall not supply any Plant or materials.

C3.4.2.2. Materials, samples, and shop drawings

Materials or work, which does not conform to the approved samples submitted in terms of the Conditions of Contract, will be rejected. The Employer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such test conducted by or on behalf of the Employer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of the Conditions of Contract, be for the Contractor's account.

C3.4.3. CONSTRUCTION EQUIPMENT

C3.4.3.1. Requirements for equipment

All equipment must comply with the requirements as stipulated in the Conditions of Contract, Scope of Work and Environmental Regulations and Specifications and as stipulated in the OHS Act.

C3.4.3.2. Equipment provided by the Employer

The Employer shall not supply any equipment.

C3.4.4. EXISTING SERVICES

As specified elsewhere. The Contractor's attention is directed to the requirements of PSA 5.4.

The Contractor shall familiarize himself with all existing services and liaise with all relevant authorities for the location and detection of existing services. The Contractor shall also use all necessary means to locate and expose services without damage to such services.

C3.4.5. SITE ESTABLISHMENT

C3.4.5.1. Water supply

The Contractor shall make his own arrangements regarding the supply of water.

The Contractor shall, at his own expense, be responsible for obtaining and distributing 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 Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Employer, 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 Employer, 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 Employer, 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.

The Contractor may make application to the Municipality's Water Division for a clean water supply point but shall bear all the costs for the installation of such supply point. Water used by the Contractor from the Employer's mains will be charged for at the tariffs ruling at the time of use. The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever or for the additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no separate or direct payment of any kind whatsoever will be made for any cost incurred to obtain, distribute, consume, and use water or for the provision of a water supply point or for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

Accounts issued by the Kouga Local Municipality, for water drawn, shall also be settled directly by the Contractor.

C3.4.5.2. Power / Electricity supply

The Contractor shall make his own arrangements regarding the supply of electricity.

The Contractor may make his own arrangements with Kouga/Eskom for a supply of electricity if required and shall pay establishment and consumption costs at the tariffs ruling at the time.

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for construction purposes, domestic use as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations. No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

C3.4.5.3. Location of site camp and materials storage area

The Employer has agreed that a portion or open area adjoining the sports facility may be utilised by the Contractor at his own risk.

The Contractor may, should he so elect, erect offices, workshops, stores, and other facilities on this site as may be required for the purposes of the Contract.

The Contractor shall, at his own cost, be responsible for making all arrangements necessary for securing the area to meet his needs in respect of the erection of the Contractor's offices, stores, and other facilities, including the facilities to be provided for the Employer, all in accordance with the Contract.

Should the Contract elect not to use the designated area, any other potential area so proposed by the Contractor shall be within reasonable proximity to the Site of the Works and its location shall be subject to the approval of the Employer, which approval shall not be unreasonably withheld.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may so require within this area, or anywhere else. On completion of the Contract Works the surface and areas utilised shall be properly re-instated.

Should the Contractor wish to occupy another location for his material storage and site camp, or should this area fall outside the bounds of the Site, written confirmation of the owner's permission to occupy the chosen location shall be issued to the Employer.

The site of the camp shall be kept clean and tidy, and on completion of the Works, the Contractor shall remove all temporary offices, sheds, etc. and reinstate the area to the Employer's and/or the owner's satisfaction.

C3.4.5.4. Temporary offices for the Employer and Contract Meetings

Contractor shall ensure suitable venue is available for monthly site meetings.

C3.4.5.5. Sanitary facilities

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, all to the satisfaction of the responsible health authorities in the area of the Site as well as the Employer.

All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site. The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract and Health and Safety regulations.

The Contractor shall further, as a minimum, supply and maintain chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site.

Under no circumstances will the Contractor's staff be allowed to use any other toilet facilities in and around the Site.

C3.4.5.6. Contract name boards and identity boards

Not required

C3.4.5.7. Accommodation of employees

The Contractor shall make his own arrangements for the accommodation of his employees.

C3.4.5.8. Security of Contractor's site camp

Security of the Contractor's site camp will be the Contractor's own responsibility and no additional payment will be made should additional security measures need to be taken during the Contract.

C3.4.5.9. Laboratory facilities

The Contractor's attention is directed to C3.4.9.2.

Acceptance Control Testing required and ordered by the Employer will be carried out by another separate laboratory designated by the Employer.

A Prime Cost or Provisional Sum has been provided in the Bill of Quantities to cover the cost of Acceptance Control Testing ordered by the Employer. The Contractor shall however take note that if the work or material tested does not comply with the relevant specification the invoiced cost of tests carried out shall be borne by him.

C3.4.6. SITE USAGE

Access to site shall be limited to the Employer's, Employer's, and Contractor's personnel only. The Contractor shall be responsible to control unauthorized entry to the site and shall inform the Employer of any breach of such rules. The Site shall be properly managed and only used for its intended purpose.

C3.4.7. PERMITS AND WAYLEAVES

C3.4.8. SURVEY CONTROL AND SETTING OUT OF THE WORKS

All work to be set out by the Contractor as per the approved issued construction drawings from the Employer and approved workshop drawings as submitted by the Contractor. The Contractor will be responsible to ensure that all dimensions and levels are correctly set out on site and to inform the Employer if any discrepancies are found on site or on any drawings approved for construction.

C3.4.9. FEATURES REQUIRING SPECIAL ATTENTION

C3.4.9.1. Site maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition in order prevent any dissatisfaction from the Client, Employer, and general public.

The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and he shall keep the Site free from debris and obstructions.

C3.4.9.2. Testing and quality control

a) Contractor to engage services of an independent laboratory

The Contractor shall be responsible for all Control Testing.

Notwithstanding the requirements of the specifications pertaining to testing and quality control, the Contractor shall engage the services of an independent laboratory certified and approved by the South African National Accreditation Systems (SANAS) to undertake all testing materials, the results of which are specified in, or any reasonably be inferred from, the Contract.

These results will be taken into consideration by the Employer in deciding whether the quality of materials utilised, and workmanship achieved by the contractor comply with the requirements of the specifications.

The above shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Employer or by the Contractor.

The contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Employer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in subclause PSA 7.2) which is not under the management or control of the contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

b) Additional testing required by the Employer

The Employer shall be responsible for all Acceptance Control Testing.

In addition to the provisions of sub clause C3.4.9.2 (a), the Employer shall be entitled at any time during the Contract to instruct the Contractor to arrange with another independent laboratory to carry out any Acceptance Control Testing, additional to those described in sub clause C3.4.9.2 (a), at such times and at such locations in the Works as the Employer shall prescribe.

The Contractor shall promptly and without delay arrange with such independent laboratory for carrying out all such additional testing as required by the Employer, and copies of the test results shall be promptly submitted to the Employer.

c) Costs of testing

(i) Tests in terms of subclause C3.4.9.2 (a)

The cost of all Process Control Testing carried out by the Contractor's independent laboratory in accordance with the requirements of C3.4.9.2 (a) above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities and which require testing in terms of the Scope of Work.

No separate payment will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause c3.4.9.2 (a).

Where, as result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work it becomes necessary to carry out additional tests (e.g., re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(ii) Additional tests required by the Employer

The costs of all the additional Acceptance Control Testing required and instructed by the Employer in terms of sub clause C3.4.9.2.(b), shall be reimbursed to the Contractor against substitution of the Prime Cost or Provisional Sum allowed therefore in the Bill of Quantities; provided always that the costs of any such additional tests ordered by the Employer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

C3.4.9.3. Subcontractors

All matters pertaining to subcontractors (including Selected Subcontractors appointed in terms of Clause 4.4.3 of the Conditions of Contract) and the work executed by them shall be dealt with directly between the Employer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Employer will not liaise directly with any subcontractors, nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Employer will not be involved.

C3.4.9.4. Opening up and closing down of designated borrow pits

Not applicable.

C3.4.9.5. Access to properties (where relevant)

The Contractor shall organise the work to cause the least inconvenience to the public and to the property owners adjacent to or affected by the work, including along the haul road, 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 8.1 of the Conditions of Contract.

Where applicable and if as a result of restricted road reserve widths and the nature of the work, the construction of bypass is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the above, the Contractors may, with prior approval of the Employer (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 the street, road, footpath or entrance temporarily, provide 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.

C3.4.9.6. Employment of local labour

It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Tenderer. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subjected to the prior approval of the Employer, which approval shall not be unreasonably withheld.

C3.4.9.7. Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 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 Employer, 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. All supporting documentation including MOS delivery notes, signed MOS cession forms from material suppliers, labour information, etc. shall also be submitted to the Employer as requested in an electronic format and two (2) A4 sized hard copies.

For the purposes of the Employer'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 Employer for the purposes of accurately reflecting the actual quantities and amounts, which the Employer 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 Employer within three (3) normal workings days from the date on which the Employer communicated to the Contractor the adjustments required. The Contractor shall submit to the Employer 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 Employer the requisite copies of the adjusted statement for the purposes of the Employer's payment certificate will be added to the times allowed to the Employer in terms of Clause 6.10 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.

C3.4.9.8. Construction in restricted areas

Working space is extremely restricted. The construction method used in these restricted areas largely depends on the Contractor's equipment.

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 tendered 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.

C3.4.9.9. Notices, signs, barricades, and advertisements

The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal of all notices, signs, barricades and any advertisements and he shall make provision for such within the various tendered rates and prices.

The Employer 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.

C3.4.9.10. Workmanship and quality control

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 Employers, 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 tendered 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 Control Testing so 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 Employer for examination and measurement, the Contractor shall furnish the Employer with the results of the relevant tests, measurements, and levels to demonstrate the achievement of compliance with the applicable specifications.

C3.4.9.11. Public Safety

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

C3.4.9.12. Sand and Dust Control

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

C3.4.9.13. Construction Regulations (2014)

The Contractor shall be required to comply with the Occupational Health and Safety Act and the Construction Regulations. Non-compliance with these regulations, in any way whatsoever, shall be deemed adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the various specifications, Bill of Quantities and Drawings as well as in the Employer's health and safety specification, Refer Regulation 4(1) of the Construction Regulations as well as Particular Specification PB.

The Contractor shall, in terms of Regulation 5(1) of the Construction Regulations, provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer or his H&S Agent.

The Contractor shall at times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the above-mentioned plan or regulations.

A payment item is included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the above-mentioned regulations.

The Contractor shall obtain his own copy of the Construction Regulations.

- (a) The Employer and the Contractor hereby agrees, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), hereinafter referred to as "the Act", that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:
- (b) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.
- (c) The Contractor undertakes that all relevant duties, obligations, and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.
- (d) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.
- (e) The Contractor agrees that any duly authorised official of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has conformed to his undertakings as described in paragraphs a) and b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.
- (f) The Contractor shall be obliged to report forthwith to the Employer, his H&S Agent and Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer, his H&S Agent and Employer, of such investigation, complaint or criminal charge.

The Contractor shall furthermore, in compliance with Constructional Regulations (2014) to the Act:

- (a) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in Regulation 4(1)(a) of the Construction Regulation (2014) and prepare a suitably and sufficiently documented health and safety plan as contemplated in Regulation 5(1) of the Construction Regulation (2014) for approval by the Employer or his assigned H&S Agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer within the time as stated in the Conditions of Contract and shall be implemented and maintained from the Commencement of the Works.
- (b) The Employer, or his assigned H&S Agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations (2014), to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer, at the request of the Employer or his H&S Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages or loss incurred as a result of such suspension, until such time that the Employer or his H&S agents are satisfied that the issues in which the Contractor has been in default have been rectified.

C3.4.9.14. Spoil Sites

The Contractor shall spoil material at the nearest spoil site in Hankey. No payment will be made for the cost of hauling material to spoil sites and all relevant costs shall be deemed to be included in the tendered rates.

C3.4.9.15. Benchmarks and Survey Pegs

A plan reflecting the positions and co-ordinate information of installed benchmarks and survey pegs will be issued to the Contractor on the commencement of the Works. The Contractor's attention is drawn to clause 5.1.2 of SANS 1200A and PSA 5.1.2 regarding the protection of these.

C3.4.9.16. Finishing and tidying

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this Contract. On no account shall spoil, rubble, materials, equipment, or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of others. In the event of this occurring the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned.

C3.4.10. EXTENSION OF TIME DUE TO ABNORMAL RAINFALL

A claim for extension of time in respect of delays suffered by the Contractor in consequence of abnormal wet climatic conditions will be considered by the Employer in terms of Clause 5.12 of the Conditions of Contract and in accordance with provisions set out hereunder.

For the purposes of extension of time, a delay caused by abnormal wet climatic conditions will be regarded as a delay only if, in the opinion of the Employer, all progress on an item or items of work on the critical path of the Contractor's working programme as approved in terms of Clause 5.6 of the Conditions of Contract has been brought to a halt.

Unless it is customary to carry out the work, in respect of which a delay was suffered, by rotary shifts or by day and by night, only delays to critical path items experienced as a result of wet climatic conditions during normal working hours (as defined in Clause 5.8 of the Conditions of Contract) will be taken into account for extension of time. This will apply notwithstanding the fact that a delay may have occurred on a portion of the Works on the critical path due to wet climatic conditions, which work was being executed outside the said normal hours with the permission of the Employer, granted in terms of Clause 5.8 of the Conditions of Contract.

The Contractor shall make do allowance within his programme submitted in terms of Clause 5.6 of the Conditions of Contract, for the total delay to work items on the critical path resulting from normal wet climatic conditions. The specified allowances for this Contract are defined in Clause 5.12.2.2 of the Conditions of Contract.

Extension of time, if granted by the Employer, will be determined as the aggregate number of normal working hours for which all progress on the item or items on the critical path was brought to a halt as a result of wet climatic conditions, less the number of normal working days specified in Clause 5.12.2.2 of the Conditions of Contract.

In determining the revised Due Completion Date of the Contract, the Employer shall add the equivalent number of normal working days delay determined in accordance with this Clause and all intervening normal non-working days to the prevailing Due Completion Date.

C3.4.11. VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS.

The following variations and additions to the SANS 1200 Standardized Specifications shall apply to this Contract. It should be noted that these variations and additions to the SANS 1200 Standardized Specifications shall be implemented and effect prior to the interpretation and application of such.

The prefix "PS" indicates amendment to SANS 1200 Standardized Specifications. The Prefix "PSA" indicates an amendment to the SANS 1200 A Standardized Specification, "PSDB" to SANS 1200 DB standardized Specifications and so on.

Similarly, the numbers following the applicable "PS" prefix indicate the corresponding SANS 1200 Standardized Specification clause number to which this variation or addition shall apply.

An asterisk (*) placed after to a "PS letter and clause number" denotes the inclusion of an additional new clause for which no equivalent appears within the relevant SANS 1200 Standardized Specification.

For example, "PSMK 8.2.11" indicates an amendment to clause 8.2.11 within the SANS 1200 MK Standardized Specification, "PSL 5.3" indicates an amendment to clause 5.3 within the SANS 1200 L Standardized Specifications and so on.

The prefix "PSMK 8.2.14" denotes the inclusion of an additional new clause within the SANS 1200 MK Standardized Specification for which no equivalent appears.

The terms "project specification," "Project Specification" or "Portion 2 of the project specification" appearing in any of the SANS 1200 Standardized Specifications shall be replaced with the term "Scope of Work".

The term "Scope of Work" shall mean Part 3 of the Contract.

SANS 1200 and SANS 1200 shall have corresponding meanings.

Further to the above it should be noted that where in a specific Standardized Specification reference is made to a sub-clause in another Standardized Specification, any amendment or addition to the sub-clause referred to, as provided for in the specification, shall apply. The aforementioned shall also apply with respect to clauses referred to in a Particular Specification.

The variations and additions to the SANS 1200 Standardized Specifications as well as Particular Specifications follow herewith:

PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

The variations and additions to the SANS 1200 specifications listed above are as follows:

The term "Project Specification" must be replaced by the term "Scope of Work" wherever it appears in the standardized specifications.

The term "Schedule of Quantities" must be replaced by the term "Bill of Quantities" wherever it appears in the standardized specifications.

The term "Engineer" appearing in any of the SANS 1200 Standardised Specifications must be replaced with the terms "Employer's Agent".

The prefix "PSA" denotes an amendment to SANS 1200A. "PSAB" denotes an amendment to SANS 1200AB and so forth. The number following these prefixes refers to the relevant clause numbers of SANS 1200. For example: "PSA 8.1" refers to Clause 8.1 of SANS 1200A.

Further to the above, it should be noted that, where in a specific Standardised Specification reference is made to a subclause in another Standardised Specification, any amendment or addition to the subclause referred to, as provided in the Works Specification, shall apply.

PSA SANS 1200 A: GENERAL

PSA 2 INTERPRETATIONS

PSA 2.3 DEFINITIONS

Add the following definitions:

Commercial source: A source for the supply of materials or services chosen by the Contractor and for which he assumes full responsibility for the quality and supply thereof.

Construction Width: The strip of land along a pipeline route in which all construction activities are to be contained, as defined in PSA 5.8.

Landowner: The term Landowner shall be read to include any Lessee of the land concerned.

PSA 2.8 ITEMS IN SCHEDULE OF QUANTITIES

PSA 2.8.1 Principle

In the fourth line of Sub-Clause 2.8.1 after the word "specification", add "or in the measurement and payment clause of the standard or particular specification or section or project specification".

PSA 3 MATERIALS

PSA 3.1 QUALITY

Where there is a standardisation mark programme for any material, all such material supplied shall bear the official standardisation mark.

Alternative materials or equipment proposed by the Contractor shall be tested. The test, as well as the materials or equipment, shall be approved by the Engineer prior to any such materials or equipment being built into the works, and all costs involved in testing shall be deemed to be included in the rates tendered.

PSA 4 PLANT

PSA 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

The Contractor's site establishment shall also comply with the requirements of the Environmental Management Plan herein (Section C3.8).

PSA 5 CONSTRUCTION

PSA 5.1 SURVEY

PSA 5.1.1 Setting Out of the Works

The Contractor shall engage an engineering surveyor to establish sufficient control points for the subsequent setting out and checking of the new pipeline alignments.

Any control point disturbed by the Contractor in the course of construction shall be reinstated at the Contractor's own expense.

The setting out of the Works shall be carried out by the Contractor, according to the setting out coordinates given on the drawings and the control points referred to above. All dimensions, levels, and data necessary for the complete setting out of the Works will be provided on the Drawings. The Contractor shall not scale dimensions from the Drawings but shall request from the Engineer any information which is not clearly stated on the Drawings.

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Add the following to Sub-Clause 5.4: -

(i) Location and Protection

All available information relating to known existing services and structures has been included on the Drawings. Although this information is reflected as accurately as possible, all positions and levels must be taken as approximate only. At the commencement of the contract the Contractor shall verify the information on the plans.

The Contractor shall liaise with the landowners to determine the location of any privately-owned services.

At locations where there is a reasonable possibility of unknown underground services being present, the Contractor shall open trenches across such locations before commencing with excavations and, if services are found, these shall be plotted and thereafter be considered as 'known services'. Such work is to be carried out only on the instruction of and under the direct control of the Employer.

All known services shall be adequately protected from damage during construction operations. The requirements of the relevant service departments relating to limits of heavy plant usage, departmental supervision etc., shall be ascertained and adhered to.

Any damage to known services shall be made good at the Contractor's expense.

No pegs or stakes are to be driven into the ground in the vicinity of the underground services, particularly Electricity or telecommunication services.

Any services or structures damaged during construction shall immediately be reported to the Employer, and as soon as possible after such damage a written report stating the exact circumstances of the occurrence shall be submitted to the Employer.

All practical measures shall be taken to effect immediate repairs, either by contacting the relevant authority, or were instructed by the Employer, the Contractor shall perform temporary repairs himself.

(ii) Wayleaves

As soon as the Contract has been awarded, the Contractor shall apply for the applicable wayleaves or permits from Eskom, and the Kouga Local Municipality for working in the vicinity of electrical cables.

The Contractor shall also apply to Telkom, Neotel and any other services authorities in respect of any other services which may be present on site.

Copies of these wayleaves or permits shall be submitted to the Employer's Agent prior to any excavations being carried out.

The Contractor shall provide any sureties or bank guarantees (over and above any other contractual monies) required by Eskom, the Municipality, or any other Service Authority, which will

be fully refundable provided that the funds are not required to repair cables damaged by the Contractor. The Contractor shall make provision for excavating by hand when working within 3 m of existing electrical cables (underground or overhead). The Contractor shall liaise closely with Eskom in this regard.

PSA 5.6 POLLUTION

Add the following to Sub-Clause 5.6:

The Contractor is required to take all necessary precautions, watering where appropriate, to prevent dust blowing from construction material and spoil heaps and/or ground stripped of vegetation cover. Unless a specific item is included in the Bill of Quantities, the costs shall be deemed to be included in the tendered rates.

This item shall receive special attention due to the presence of vineyards in the vicinity of the site.

PSA 5.7 SAFETY

The Contractor shall comply with all further provisions pertaining to safety, contained in the Section C3.7: Health and Safety Specifications.

PSA 5.8 GROUND AND ACCESS TO THE WORKS

PSA 5.8.1 Construction Width

The Works are to be executed within privately owned residential properties and land, public roads and land owned by the Municipality, Transnet, Eskom, or other parastatal enterprises. Narrower construction widths shall apply in many instances where physical constraints such as existing infrastructure, embankments, structures, boundary walls, trees etc exist.

The Contractor shall restrict his activities, including the pipe trench, topsoil and excavated material heaps, temporary stringing out of pipes and stacking of materials, access and operation of plant and all other work, to within this Construction Width, or such narrower width as may be indicated in certain areas.

PSA 5.8.2 Site Demarcation

Prior to starting work on any section of the pipelines, the Contractor shall erect and maintain site demarcation along both edges of the Construction Width. The demarcation shall only be removed after completion of the backfill.

Site demarcation shall comprise orange, UV stabilised, HDPE construction safety netting, 1,2 m high, adequately supported on timber stakes, together with sufficient florescent painted "Construction Ahead" and "Deep excavations" safety signages, to be visible to all road users and pedestrians, in day-light and at nighttime.

PSA 5.8.5 Access Roads

Where there are no existing roads or tracks, the Contractor shall provide suitable access roads, for the purposes of construction and delivery of materials and for access by the Employer to carry out inspections of the work

These shall be maintained in a satisfactory condition until they are no longer required, after which the areas affected shall be reinstated to their original condition.

Temporary gates shall be provided at points where access roads cross existing fences.

All existing access roads on the site, used by the Contractor for the works or affected by the works shall be maintained for the duration of the Contract and reinstated to their original condition after completion of the works.

The Contractor shall ensure that all existing access roads required by the general public, the Employer or the Landowners are kept open or that acceptable alternative routes are provided.

PSA 5.8.6 Fences

Before commencing work, the Contractor shall consult the affected landowners to determine which fences, if any, can be temporarily removed.

Fences that cross the Construction Width shall be suitably propped, protected and maintained during construction.

Fences which run parallel to and within the Construction Width, shall be replaced with a temporary fence erected along the edge of the Construction Width, and restored to their original lines after completion of the Works.

Where so agreed to by the landowners, the fences may be dismantled, the materials set aside until completion of the work, after which they shall be reinstated. All fences affected by the Works shall be reinstated to their original condition.

PSA 5.9 ACCOMMODATION OF TRAFFIC

(New Clause) Temporary traffic signs shall be erected at all diversions.

The **number and layout** of the traffic signs shall comply with the Site Manual entitled “**Safety at Roadwork’s in Urban Areas,**” as published by the Department of Transport.

Traffic signs shall have a yellow background with either a red or black border.

PSA 5.10 PROVIDING ACCESS TO ADJACENT ERVEN AND PROPERTIES

(New Clause) Access to adjacent erven and properties where affected must be provided by the Contractor at all times. To this end suitable road and trench crossings shall be constructed where required. Temporary trench crossings shall be in the form of portable bridges, temporary backfill or other approved means and shall be capable to permitting the safe passage of vehicles of mass not exceeding 2 tonnes. The Contractor shall also be responsible for maintaining crossings and for removing same when they are no longer required.

The Contractor may, with the approval of the Employer’s Agent, arrange with the occupiers of the affected erven and properties to temporarily close off a portion of a street, road, footpath or entrance, provided that the Contractor shall give due notice of the intended closure and its probable duration to the occupiers and shall as punctually as possible re-open the route at the prescribed time. Where possible the access route shall be made safe and re-opened to pedestrian/vehicular traffic overnight. Any such closure shall be an arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions”.

PSA 5.11 MAINTAINING WATER SUPPLY

(New Clause) The Contractor shall take note that he shall not cut off the existing water supply without the prior approval of the Municipality and of the Employer’s Agent and the knowledge of the affected residents.

No water pipeline shall remain cut off for more than 5 hours or overnight.

Failure on the part of the Contractor to comply with any of the above provisions will constitute sufficient reason for the Employer’s Agent to stop the works until the situation has been remedied, or should he deem it necessary, arrange for the situation to be remedied at the Contractor’s cost.

No direct payment will be made for the cost of maintaining the existing water supply. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the contract.

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.2 PAYMENT

PSA 8.2.2 Time Related Items

For the purposes of interim payment certificates and valuation of the adjustment to time-related costs for extensions of time in terms of Clause 5.12.3 of the General Conditions of Contract.

PSA 8.3 SCHEDULED FIXED-CHARGE ITEMS AND VALUE-RELATED SUMS

PSA 8.3.1 Contractual Requirements

Add the following to Subclause 8.3.1:

“In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of the Special Conditions of Contract.”

PSA 8.3.2 Fixed establishment costs

The Contractor shall tender a lump sum in the Bill of Quantities to cover his fixed establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:

- (i) The establishment of his organisation and equipment on the site, the transfer of all personnel, equipment tools, office, ablution and storage facilities to the site, establishment of water, power and telephone facilities, and the removal of all the above- mentioned items on completion of the works.
- (ii) Compliance with all other general conditions and requirements that are not specifically measured elsewhere for payment in these Contract Documents.

Payment shall be affected as follows:

- (i) Seventy-five percent (75%) of the lump sum tendered shall be paid when the Contractor's stores, offices, etc. are substantially complete, provided that sufficient plant and labour to commence construction at the programmed rate has arrived at the site of the Contract and is in working order.
- (ii) Twenty-five percent (25%) of the lump sum tendered will be paid after the Contractor has reached a 50% Work Scope completion, measured by the value of work completed to date.

Only the tendered amount shall be paid under this item which in no way shall be affected by modifications of the Contract Amount.

| <u>Item</u> | <u>Unit</u> |
|--|-------------|
| Contractor's Fixed establishment cost | Sum |

PSA 8.3.2.2 *Rain gauge*

(New Clause) Add the following to Subclause 8.3.2.2 (k):

The costs for complying with this clause shall be deemed to be included in PSA 8.3.2. The tendered rate shall cover the cost of supplying and installing the rain gauge in a suitable spot, and away from any obstacles that can direct rainwater into or away from the opening of the gauge and cause inaccurate measurements. It is further deemed that the tendered rate covers the Contractor's time-related costs for the maintenance of the rain gauge for the duration of the contract.”

PSA 8.3.5 Contractor's Obligations with Respect to Health and Safety

(New Clause) The Contractor shall tender a lump sum in the Bill of Quantities to cover his fixed costs for the proper compliance with the requirements of the Occupational Health and Safety Act, the Construction Regulations 2014 issued in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Site-Specific Health and Safety Specifications in Section C3.7 herein. The amount tendered and paid shall be full compensation for:

- (i) The drawing up of a detailed Health and Safety Plan in respect of the Works for submission to the Engineer and Employer prior to the handing over of the Site to the Contractor.
- (ii) The execution of all training, precautions, monitoring, liaison, consultation, and review as detailed in the Health and Safety Plan.
- (iii) Ensuring that all Sub-Contractors comply with the requirements of the Act and the Health and Safety Plan.
- (iv) The preparation and maintenance of a Health and Safety File, which is to be submitted to the Employer upon completion of the Works.
- (v) Compliance in all other respects with the relevant health and safety legislations

Payment shall only be affected once the Employers OHS Agent has approved the OHS File, inclusive of all Risk Assessments and Method Statement.

| <u>Item</u> | <u>Unit</u> |
|--|-------------|
| Fixed costs with respect to Health and Safety | Sum |

PSA 8.3.6 Compliance with Construction Environmental Management Programme

(New Clause) The Contractor shall tender a lump sum to cover all fixed costs (over and above the costs of site establishment and compliance with health and safety requirements) for complying with the Environmental Management Plan contained in Section C3.8 herein. The amount tendered shall be deemed to be full compensation for all administration, labour, plant, materials, services, and risks associated with complying with the Environmental Management Plan in every respect.

A separate item will be scheduled for the Environmental Awareness Training. The amount tendered shall cover all costs associated with provision of the venue, arranging attendance by personnel, and shall be deemed to be full compensation for wages of personnel and loss of production during the period that they are engaged in Environmental Training. Payment under this item will be made in the first certificate after completion of the training, provided that the Contractor has submitted a copy of the attendance register to the Engineer.

| <u>Item</u> | <u>Unit</u> |
|--|-------------|
| a) Compliance with Environmental Management Plan..... | Sum |
| b) Environmental awareness training..... | Sum |

PSA 8.3.7 Items Requiring Special Attention (Fixed Charge)

(New Clause) a) Wayleaves

The item shall cover all general costs associated with protection of services and compliance with wayleave requirements as detailed in PSA 5.4, including financing of any deposits required and/or costs of providing any sureties or guarantees required.

b) Survey

The item shall cover all costs of establishing control points and general costs associated with setting out the works, especially Manhole levels, as described in PSA 5.1.1 above.

| <u>Item</u> | <u>Unit</u> |
|--------------------------|--------------|
| a) Wayleaves..... | P.Sum |
| b) Survey..... | Sum |

PSA 8.3.9 Removal and re-establishment of Contractor's site establishment

(New Clause) Only if so instructed, the Contractor shall delay the execution of the Works and remove the site establishment and re-establish at a later date to be determined by the Employer. This item shall cover all fixed costs associated with the complete removal from site of the Contractor's establishment and the cost re-establishment. 50% of this item shall be paid upon removal of the site establishment and the balance shall be payable upon re-establishment.

The costs for removal and reinstatement of the Employer's Agent's office, vehicle and equipment as specified in Section AB shall also be included in the rate for this item.

PSA 8.3.10 Provision of Advance Payment Guarantee

(New Clause) The Employer may instruct the Contractor to obtain and advance payment certificate for the supply of materials, up to an amount of R 2 000 000, in accordance with clause 6.10.10 of the Contract Data. The certificate shall remain valid until such time as all materials covered by it have been built into the Works as certified by the Employer's Agent.

This item shall cover all costs, premiums and charges associated with providing an acceptable Advance Payment Guarantee.

PSA 8.4 SCHEDULED TIME-RELATED ITEMS

PSA 8.4.1 Contractual Requirements

Add the following to Subclause 8.4.1:

“The Contractor shall tender a Monthly amount in the Schedule of Quantities to cover his time-related Site establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:

- the maintenance of his whole organisation as established for this Contract.
- the maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract or Tender where applicable; and
- compliance with all general conditions and requirements which are not specifically measured elsewhere for payment in these Contract Documents.

Payment shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SANS 1200: A once Proof of all the above documentation has been received and approved by the Employer. The Contractor will not be paid Time-Related Preliminary and General charges for any Special Non-Working Days, as stipulated in the Appendix, which shall be deemed to have been allowed for in his rates.”

PSA 8.4.2 Time Related Establishment Costs

The Contractor shall tender a Monthly rate in the Bill of Quantities to cover each lime item listed his time-related establishment costs. Other than the items which have been separately scheduled in PSA 8.4.5, the amount tendered and paid shall be full compensation to the Contractor for:

- (i) The maintenance of his whole organisation as established for this Contract.
- (ii) Compliance with all general conditions and requirements which are not specifically measured elsewhere for payment in these Contract Documents.

Payment shall be made monthly in compliance with the method laid down in Sub-Clause 8.2.2 of SANS 1200 A.

| <u>Item</u> | <u>Unit</u> |
|---|----------------|
| Time related establishment | Monthly |

PSA 8.4.5 Items Requiring Special Attention

The following items shall cover time-related costs associated with complying with specific items requiring special attention, as identified in the Scope of Work.

| <u>Item</u> | <u>Unit</u> |
|------------------------------------|----------------|
| a) Dealing with water | Monthly |

The sum tendered shall cover all costs not included in the rates for earthworks or other billed items for complying with Clause 5.5 of SANS 1200 A in dealing with water on the works. This amount shall only be paid if proof of any water conditions on site, either caused by storm water or spillage from a broken pipe, has been experienced, which were to be dealt with by the Contractor.

Fixed costs (if any) shall be deemed to be included in PSA 8.3.2.

| | |
|--|----------------|
| b) Search for, record, and protect all survey bench marks | Monthly |
|--|----------------|

The sum tendered shall be deemed to be full compensation for complying with the requirements of Clause 5.1.2 of SANS 1200 A. This amount shall only be paid if proof of any survey pegs or additional setting out of levels were to be dealt with by the Contractor.

Fixed costs (if any) shall be deemed to be included in PSA 8.3.2.

c) Night watch and Security Monthly

The sum tendered shall cover all costs of providing watchmen and security for the duration of the Contract, for the Contractor's establishment and materials stored on site including after hours, on weekend and on public holidays.

The Contractor's attention is drawn to the fact there are informal housing settlements in the vicinity of the site. The Contractor is deemed to have assessed the risk associated therewith and made appropriate provision in his rates.

Fixed costs (if any) shall be deemed to be included in PSA 8.3.2.

d) Maintenance of Access Roads Monthly

The sum tendered shall cover all time related costs associated with operating and maintaining access roads for the duration of construction, and reinstating them to their original condition upon completion, as specified in PSA 5.8.5.

Fixed costs, if any, shall be deemed to be included under item PSA 8.8.2.

e) Dust Control Monthly

The item shall cover all time related costs associated with dust control and pollution prevention as detailed in PSA 5.6.

Fixed costs, if any, shall be deemed to be included under item PSA 8.3.2.

PSA 8.4.6 Contractor's Obligations with Respect to Health and Safety

The Contractor shall tender a monthly rate to cover his time related costs of with respect to health and safety. The amount shall cover all of the Contractor's obligations as described in PSA 8.3.5 above.

| <u>Item</u> | <u>Unit</u> |
|---|----------------|
| Time related costs with respect to health and safety | Monthly |

PSA 8.4.7 Compliance with Construction Environmental Management specifications

The Contractor shall tender a monthly rate to cover all time-related costs (over and above the costs of site establishment) for complying with the Environmental Management specifications contained in Section C3.8. The amount tendered shall be deemed to be full compensation for all administration, labour, plant, materials, services, and risks associated with complying with the Environmental Management Specifications in every respect.

| <u>Item</u> | <u>Unit</u> |
|--|----------------|
| Time related costs with respect to environmental management | Monthly |

PSA 8.4.8 Time-related costs of Full Time Personnel

The Contractor shall make experienced and qualified personnel available for this Contract, who will comply with the names, qualifications and years experienced as per Returnable Schedules 12 A to E. Any deviation from the names provided on the returnable Schedules, must be presented to the Engineer for approval, prior to employment on this Contract.

The Contractor shall ensure that the following required Full-Time personnel is available for this Contract and shall have a permanent residential address within the Kouga Local Municipality, for the duration of the Contract.

| <u>Item</u> | <u>Unit</u> |
|--|----------------|
| a) Time related costs of Full Time Construction Manager | Monthly |
| b) Time related costs of Full Time Site Agent | Monthly |

PSA 8.5 **SUMS STATED PROVISIONALLY BY THE EMPLOYER’S AGENT**

PSA 8.5.1 Testing of materials by Employer

The provisional sum provided in the Schedule of Quantities is to cover the payment of the SANAS registered soils laboratory to conduct any additional tests as directed by the Employer’s Agent.

The percentage tendered shall be paid to the Contractor on the actual amount paid to the soils laboratory and shall cover the following:

- All costs involved in arranging the tests with the laboratory.
- Setting out the positions for the tests to be taken by the laboratory as indicated by the Employer’s Agent.
- Making good all test holes.
- The cost of all overheads, charges, and profits, etc.

| <u>Item</u> | <u>Unit</u> |
|---|-------------|
| a) Testing of materials ordered by the Employer | PC Sum |
| b) Overheads, charges, and profit on a) above | % |

PSA 8.5.2 Survey by Engineer

The item shall cover survey work (additional to any survey work specified herein) to be undertaken as directed by the Employer and by a surveyor nominated by the Employers.

The Contractor’s tendered mark-up shall allow for all necessary administrative costs in complying with the above.

| <u>Item</u> | <u>Unit</u> |
|---|-------------|
| a) Survey work by Employer | PC Sum |
| b) Overheads, charges, and profit on a) above | % |

PSA 8.5.3 Relocation of Services

A sum has been allowed for the relocation of services affected by the works to be carried out by the service authority concerned, if necessary.

The Contractor’s tendered mark-up shall allow for all necessary liaison and cooperation with the service authority concerned.

| <u>Item</u> | <u>Unit</u> |
|--|-------------|
| a) Relocation of services by service authority | PC Sum |
| b) Overheads, charges, and profit on a) above | % |

PSA 8.5.4 Employment of CLO

A sum has been allowed for the employment of a Community Liaison Officer (CLO). The Contractor shall pay the CLO all fees and costs due to him, which shall be recoverable under this item.

The Contractor’s tendered mark- up shall allow for all necessary administrative costs in complying with the above.

| <u>Item</u> | <u>Unit</u> |
|---|-------------|
| a) Employment of CLO..... | PC Sum |
| b) Overheads, charges, and profit on a) above | % |

PSA 8.5.5 Geotechnical Services

A site investigation and/ or testing will be required during the excavations for the Pump Station.

The sum shall cover the costs of the investigation by a Geotechnical Specialist who will be verifying the conclusions of the geotechnical report including tests and any other work that may be required for proper execution of the task.

The Contractor's tendered mark-up shall allow for all necessary administrative costs in complying with the above.

| <u>Item</u> | <u>Unit</u> |
|---|-------------|
| a) Geotechnical Services | PC Sum |
| b) Overheads, charges, and profit on a) above | % |

PSA 8.5.6 Variation Order carried out by Contractor or Sub-Contractors

The percentage rate tendered shall cover the main contractor's overheads and profit on any work executed by a subcontractor in respect of any Variation Order issued in terms of the Contract, as provided for by clause 6.6.1.2.1 of the Contract Data.

Cost for variation order shall consist of a detailed cost breakdown for materials, plant, labour, transport, and overhead costs etc. Proof of all material costs shall be submitted by a Tax Invoice only. No Variation Order work may commence prior to the approval of the estimated additional costs. Any work that was executed without prior approval of the Engineer or Employer in writing, shall be for the Contractor's own expense.

| <u>Item</u> | <u>Unit</u> |
|---|-------------|
| a) Additional works under any Variation Order carried out in accordance with clauses 6.6 of the General Conditions of Contract..... | Sum |
| b) Contractor's Mark-up on (a) above (as per GCC clause 6.6.1.2.1)..... | % |

PSA 8.7 **DAYWORK**

Certain amounts have been allowed under Dayworks for items of work which were not measurable at the time of tender. Depending on the overall contract price and budget constraints, some or all of these items may be omitted during the construction stage. Work for these items will be by written instruction only and will be compensated for on a dayworks basis.

Daily Site Diary notes detailing staff, work executed and no. off hours, signed by the Site Agent and Resident Engineer, must accompany each daywork claim. No payment will be authorised without approved costs and supported by signed Site Diary sheets.

PSA 8.8 **TEMPORARY WORKS**

PSA 8.8.1 Site Demarcation

The sum tendered shall cover all costs associated with erecting, maintaining, and removing Construction Width demarcation as specified in PSA 5.8.2.

| | |
|-------------------------------|------------|
| Site Demarcation | Sum |
|-------------------------------|------------|

PSA 8.8.2 Access Roads

The sum tendered shall cover the costs associated with establishing and reinstating access roads as specified in PSA 5.8.5.

25% of the sum tendered will be paid once the necessary access roads are substantially established and the balance will be paid after all areas have been reinstated to the satisfaction of the Engineer.

| <u>Item</u> | <u>Unit</u> |
|---------------------------|-------------|
| Access roads | Sum |

PSA 8.8.3 Traffic Accommodation

Access through public roads, to residential and commercial properties shall be maintained at all times. Should temporary diversions become necessary, the Contractor shall give reasonable notice to the affected residents and take adequate measures to maintain the temporary deviation in good condition at all times.

This item shall cover all costs of complying with the above as well as all signage, labour, plant, material, and all other costs involved with accommodating traffic in accordance with the latest edition of the South African Traffic Signs Manual.

| <u>Item</u> | <u>Unit</u> |
|------------------------------------|------------------|
| Traffic accommodation | Sum/Month |

PSA 8.9 COMPLIANCE WITH OHS AND REGULATIONS

PSA 8.9.1 Health and Safety Measures..... **Unit: Sum**

The rate shall cover all costs pertaining to the provision and maintenance for the duration of the contract of the health and safety measures required in terms of Clause 5 (Principal Contractor and Contractor) of the Construction Regulations (2014) of the Occupational Health and Safety Act. No other sum shall be paid in this respect and tenderers must therefore ensure that adequate provision has been allowed for.

PSA 8.9.2 Health and Safety Plan..... **Unit: Sum**

The rate shall cover all costs pertaining to the provision and maintenance for the duration of the contract of the health and safety plan as required in the Construction Regulations (2014). The rate shall include for all risk assessments required as well as for the development and implementation of safe work procedures and method statements. No other sum shall be paid in this respect and tenderers must therefore ensure that adequate provision has been allowed for.

PSA 8.9.3 Health and Safety File

The rate shall cover all costs pertaining to the provision and/or collection of data (drawings, design, materials, operation and maintenance manuals etc) to be contained in the file, co-operation with parties, compilation and maintenance of the file during the duration of the contract and handing over of the file to the Client on completion of contract .No other sum shall be paid in this respect and tenderers must therefore ensure that adequate provision has been allowed for.

PSAB SANS 1200 AB: ENGINEER'S OFFICE

PSAB 3 MATERIALS

PSAB 3.1 NAMEBOARDS

The size, painting, decorating and detail of the nameboards shall be as shown in Annexure 2. The text to appear on the nameboard (names, contract title etc.) shall be confirmed with the Employer prior to fabrication.

PSAB 3.2 OFFICE BUILDINGS

Add the following to Sub-Clause 3.2:

The Contractor shall provide a Site office for the Employer’s Agent and representatives, equipped with air conditioners for summer and heaters for winter periods. In addition, the Contractor shall provide shaded carports for 2 vehicles, roofed and enclosed on three sides and adequately designed and constructed to resist wind and other loads. The available area for each vehicle shall be 5,5m x 2.7m.

On completion of the works, ownership of the office buildings, carport, boardroom, toilet, fittings, and furnishings will revert to the Contractor who shall remove them from Site.

PSAB 3.3 OFFICE FOR SITE MEETINGS

The Contractor shall make available a suitable office with tables and adequate seating for twelve people, for the purposes of holding monthly site meetings.

PSAB 4 PLANT

PSAB 4.1 TELEPHONE

A fixed line telephone is not required.

If so, directed the Contractor shall provide one cellular phone, complete with carry case and charger for the exclusive use of the Engineer’s Representative, for the duration of the Construction Phase. The phone shall be fully insured.

The Contractor shall make the necessary arrangements with a service provider for a suitable cell phone contract for the duration of the Contract. Furthermore, the contractor shall make provision for the reimbursement of cell phone calls made from the Employer’s Agent’s personal cell phone.

PSAB 4.2 COMPUTER

The Contractor shall provide one approved laptop computer for the exclusive use of the Employer's Agent's Representative. The computer shall be an E560, i5-6200U Processor, 4GB DDR3 (+1 slot free), 500GB/ 7200rpm, DVD+RW DL, Intel HD 520 Integrated Graphics, 15.6 HD Anti-Glare, Graphite Black, ThinkPad BGN 1x1 BT4.0, NO 3G, WIFI, BT, BT, CAM, Windows 10 Pro, 1 year Carry in Warranty. The computer shall also include Kasper Sky Anti-Virus 2016 Africa Edition SA-ENG. 2-Desktop 1-year DVD as well as 3YR Onsite Next Business Day (Top Seller Services) and Office 365 Home (Media less. 1 Year Subscription) – P2.

The computer shall include a colour monitor, A4 inkjet printer, mouse, keyboard, 1 Gig USB flash drive, USB 3G modem and internet subscription with unlimited data for the duration of the contract.

The computer shall be fully insured. The insurance shall include any excess, which may be imposed in the event of a claim.

PSAB 4.3 SURVEY EQUIPMENT

If so requested, the Contractor shall provide the following survey equipment for the use of the Employer Representative on the site, until the completion of the Works:

- (a) One Employer Representative level and level staff, including tripod.
- (b) One steel tape of 100 m and one of 30 m length.

The Contractor shall service and maintain all survey equipment in good order. He shall insure them, and he shall indemnify the Employer and the Employer against all claims for loss, damage, breakage, or theft of the said equipment. By agreement, the survey equipment may be shared between the Contractor and the Employer.

Upon completion of the Works the equipment shall revert to the Contractor who shall remove it from the site.

PSAB 5 CONSTRUCTION

PSAB 5.1 NAMEBOARDS

Two (2) Contract nameboards shall be erected within two weeks of the Contractor receiving occupation of the Site. Any damage to these boards will be repaired within fourteen (14) days of a written instruction received from the Engineer.

The Employer may at any time order the removal, repair and/or relocation of the nameboards if any objections are received with regard to them.

All name boards shall be removed fourteen (14) days prior to the date of issue of the Final Approval Certificate.

PSAB 5.5 SURVEY AND MATERIALS ASSISTANTS

The Contractor shall make available to the Employer two suitably experienced survey and materials assistants to assist on and about the Site with surveys, measurements, and materials testing, as and when required during normal working hours

PSAB 8 MEASUREMENT AND PAYMENT

PSAB 8.3 SCHEDULED ITEMS

PSAB 8.3.1 Fixed Charge and Value-Related Items

Payment for fixed charge and value-related items with respect to facilities to be provided for the Employer will be affected in accordance with Clause PSA 8.3 as applicable.

The sum for the Employer office shall include the furniture and ablution facilities as specified. It shall also include costs of providing a meeting room as specified.

The prices shall include all fixed contract costs associated with providing the following items for the Engineer.

| <u>Item</u> | <u>Unit</u> |
|------------------------------------|-------------|
| Fixed Charge Items | |
| a) Engineer's office | Sum |
| b) Cellular Phone..... | Sum |
| c) Computer..... | Sum |
| d) Survey equipment..... | Sum |
| e) Contract nameboards (2 No)..... | Sum |

PSAB 8.3.2 Time-Related Items

Payment for time-related items with respect to facilities to be provided for the Employer, will be affected in accordance with Clause PSA 8.4 as applicable.

The sum for the Employers office, shall include costs of providing a meeting room as specified under PSAB 3.3.

The sum for the items listed below shall be full compensation for all fixed monthly charges and costs including contract payments and insurance but shall exclude charges for phone calls.

| <u>Item</u> | <u>Unit</u> |
|------------------------------------|-------------|
| Time Relates Items | |
| a) Engineer's office | Month |
| b) Cellular Phone..... | Month |
| c) Computer..... | Month |
| d) Survey equipment..... | Month |
| e) Contract nameboards (2 No)..... | Month |

PSAB 8.4 SURVEY AND MATERIALS ASSISTANTS

The unit of payment shall be by man. hour and shall be full compensation for the use of the labour by the Employer Representative.

| <u>Item</u> | <u>Unit</u> |
|-------------------------------|-------------|
| a) Survey Assistants..... | Man.hours |
| b) Materials Assistants | Man.hours |

PSAB 8.5 CELLULAR PHONE CALLS

The Contractor shall pay all cell phone accounts. Data transfer via the modem will be included in this item.

| <u>Item</u> | <u>Unit</u> |
|--|-------------|
| a) Monthly cellular phone call charges | Prov Sum |
| b) Overheads, charges, and profit on (a) above | % |

PSC 5 CONSTRUCTION

PSC 5.1 AREAS TO BE CLEARED AND GRUBBED

Substitute the first sentence of C 5.1 with the following:

Unless otherwise indicated by the Employer, clearing and grubbing are limited to 3m wide strip for all facilities. The Contractor may proceed with clearing and grubbing after the handing over of the site measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Employer.

Substitute the last paragraph with the following:

The Contractor shall program his work in such a manner that re-clearing will not be necessary. The cost shall be borne by the Contractor.

C 5.2 CUTTING OF TREES

C 5.2.3 Preservation of Trees

PSC 5.2.3.2 Individual trees

Add the following to C 5.2.3.2

Trees outside the immediate construction site must be left standing and undamaged, except where otherwise ordered, in writing, by the Employer.

A penalty of R 1000-00 per tree for trees damaged and/or removed will be charged.

PSC 8 MEASUREMENT AND PAYMENT

C8.2 SCHEDULED ITEMS

PSC8.2.3 Remove and grub all trees and tree stumps regardless the girth..... Unit: ha

Add the following to C 8.2.3

The number of tree stumps in the areas indicated on the drawings is such that individual measurement is impractical. Individual trees that fall outside the indicated area, will be measured, and paid for under C 8.2.2

PSAC 8.2.12 Remove and Re-erect existing fence..... Unit: m

The rate shall cover the cost of removal and stacking of existing fencing material, including all gates, as well as of the re-erection thereof with the existing material. No additional payment will be made for the replacement of fencing materials that has been damaged by Contractor.

Material that is unsuitable for re-erection must be viewed by the Employer before it is removed after which the Employer must give written approval for the replacement thereof and for payment, therefore.

PSC 8.2.13 Replace topsoil from stockpile.....Unit: m³

The rate shall cover the cost of the removal and replacing of the topsoil from the stockpile to the trench, as well as the shaping of the final trench level, compacting, loading and transport.

Material that is unsuitable for replacement onto the trench must be viewed by the Employer before it is Removed after which the Employer must give written approval for the replacement thereof and for payment, therefore.

PSD EARTHWORKS

PSD 2 INTERPRETATIONS

PSD 2.3 DEFINITIONS

Add the following to D2.3:

Sand (cohesionless and non-cohesive)

For the purpose of the compaction requirements, a non-plastic material of which less than 95% by mass passes a sieve of nominal aperture size 4.75 mm and not more than 10% passes a sieve of nominal aperture size 0.0075mm.

PSD 3 MATERIALS

D 3.3 SELECTION

PSD 3.3.1 GENERAL

Substitute the second paragraph of D 3.3.1with the following:

The Contractor shall deal selectively with material from general excavation. Any imported material in road

reserves that do not comply with the minimum requirements for the respective layers, shall be removed and replaced with suitable material, all at the Contractor's expense.

The Contractor shall deal in such a way with materials from all excavations for streets, channels or pipe trenches to ensure that a usable material is not contaminated with unsuitable material. If usable material is contaminated, such contaminated material shall be removed and replaced with suitable material, all at the Contractor's expense. No additional payment shall be made in respect of this, and all relevant costs shall be deemed to be included in the tendered rates.

All unsuitable material shall be removed prior to importing fill material to such areas.

PS PLANT

PSD 4.5 AVOIDING QUAGMIRE CONDITIONS

In order to prevent quagmire conditions occurring in the excavations, relatively static plant such as back-actors shall be used combined with hand trimming to complete the excavation to final level. Should the Contractor allow quagmire conditions to develop, he shall at his own expense take such steps to rectify the conditions as the Employer may order.

PSD 5 CONSTRUCTION

PSD 5.1 PRECAUTIONS

PSD 5.1.2 Existing Services

PSD5.1.2.2 Detection, location, and exposure

Add the following to D 5.1.2.2

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as result of the Contractor's activities. These services must also be indicated on the "record" drawings.

PSD5.1.2.3 Protection of cables

Substitute "estimated position" in the second sentence of D 5.1.2.3 with "actual or exposed position"

PSD 5.1.4 Nuisance

PSD5.1.4.1 Dust nuisance

Add the following to D 5.1.4.1

The Contractor is responsible for dust control and is liable for all claims that may result from dust nuisance on all parts of site and at all times from the date of handing over of the site to the completion date of the of the contract. No payment regarding the above-mentioned will be made and all costs shall be deemed to be covered by the tendered rates.

D5.2 METHODS AND PROCEDURES

PSD5.2.2.3 Disposal

Substitute the second sentence of D 5.2.2.3 with the following:

All surplus and unsuitable material shall be disposed of at the dump site.

PSD5.2.2.4 Excavation by hand around existing services

Where excavation hand is required around existing services it shall be done within 3,0 m above and on both sides of cables and within 300mm above and on both sides of pipes, as well as underneath the services.

PSD5.2.3.2 Backfilling of trenches and backfilling against structures

Add the following to D5.2.3.2

Backfilling around structures shall be compacted to 95% (100 % for sand) of MAASHTO density. When specified or ordered by the Employer the backfilling against structures shall be done using a mix of soil cement. The mixture shall contain 5% cement and just sufficient water for it to be placed and compacted like ordinary backfilling material.

DB 5.9 REINSTATEMENT OF SURFACE

PSDB5.9.2 Private Property and Commonage

Add the following to DB 5.9.2:

Gardens and lawns shall be repaired to the original standard where they were crossed. Grass and plants shall be taken out of the ground, temporarily planted, watered during construction, and replanted after backfilling.

PSDB 5.9.4 Bitumen Roads: Subbase and Base

Add the following to DB 5.9.4

Any additional; imported material required for the reinstatement of selected layers, subbase or base shall comply. With the requirements of the relevant standardised and/ or project specifications.

PSDB5.9.51 Bitumen Roads: Surfacing

Add the following to DB 5.9.51:

The thickness of the asphalt shall be 30 mm for all streets except if specified otherwise.

Add the following to DB 5.9

PSDB 5.9.7 Repair of road and other surfaces

The Contractor is responsible to re-instate all surfaces (gardens, roads, layer works, etc) where construction work was carried out, to the original condition, the cost of which will be deemed to be included in the unit rates for excavation. Specific surfaces such as repair work to gravel and tarred roads surfaces, finished-off surfaces such as paving and driveways, will be paid for separately if such items are listed separately in the Schedule of Quantities.

The trench width for trench excavations, as specified for specific pipe diameter, will be used to calculate the area for the payment of surface repairs. The tariff for the re-instatement of the surface must include for the complete surface repair work, i.e., all areas where the trench sides collapsed or where the excavation is wider, for whatever reason, than the specified trench width.

The Contractor must note that all surfaces shall be protected against construction activities and that any remedial work required will be carried out in terms of the instruction and specification of the Employer at the Contractor cost.

DB 7 TESTING

PSDB 7.1 Add the following to DB 7.1:

The Contractor shall be responsible, for all testing and shall make available the results of his tests to the Employer. The Employer may order additional tests if he feels the tests to be of insufficient frequency. A minimum of two density tests per layer at road crossings and a minimum of two density tests per 100 m length of trenches in roads and areas subject to traffic loads, will be required. The costs of all such tests shall be borne by the Contractor.

PSDB 8 MEASUREMENT AND PAYMENT

DB 8.2 **COMPUTATION OF QUANTITIES**

DB 8.3.6 **Finishing**

PSDB 8.3.6.1 **Re-instatement of roads layers**

- a) **150mm G5 gravel wearing coarse compacted to 93% Mod AASHTO density.....Unit: m³**
- b) **Backfilling trenches using G5 material compacted to 95 Mod AASHTO density.....Unit: m³**
- c) **Backfilling trenches using soilcrete (G5 material with 5% cement)Unit: m³**

For item (a), (b) & (c) the volume will be computed from the length of trench as applicable, and the width determined from the applicable side allowances specified in 8.2.3 and the depth from road surface to top of selected fill blanket. Payment for this item will be additional to that for excavation covered 8.3.2. The rate shall cover the cost of temporary accommodation of traffic (including the signs and by-passes) arranging for safety of the public, excavation (including breaking up, removal and disposal of surplus material) and the subsequent reinstatement as specified in 5.9 and shall include the cost of delays and the cost of any risk of having to repair damage as specified in 5.10.

C3.4.5 EXISTING SERVICES

C3.4.5.1 Known services

Information regarding the approximate positions of services will be supplied to the Contactor. Before any construction work starts, however, it is the responsibility of the Contractor to contact the relevant authorities responsible for existing services to be indicated to him. The Contractor will be solely responsible to locate these existing services by hand

Excavation before any machine excavation operations may commence. Any problems encountered shall be immediately brought to the attention of the Employer. After the services have been exposed and located, they must be marked and backfilled in order not to present a safety hazard. No distinction will be made between the various types of services to be exposed or the depth to which excavations are taken.

Payment for services not shown on the drawings but indicated to the Contractor on sit, will be measured in cubic metre of excavation and will include for all hand excavation in all materials to expose the service, irrespective of the depth or type of service. The repair of unknown existing services damaged during construction will be paid for by the Employer. Care must be taken not to damage services during hand excavation thereof. Any remedial work will be for the account of the Contractor.

The Contractor must note that all above ground existing services (irrigation channels, overhead lines, poles, ballast to railway line etc) are defined as known services and payment for the location and protection thereof must be included in the lump sum payment for location and protection of services shown on plans (known services).

The positions of existing services, insofar as they are known, are shown on the drawings. Items have been allowed in the Bill of Quantities for dealing with and protecting services.

C3.4.5.2 Treatment of existing services

Where existing services are either indicated on drawings supplied to the Contractor or indicated on site, or in the course of excavation the Contractor identifies any service, these services, as well as telegraph or telephone poles, or any existing structures, shall be shored, strutted or slung and sufficiently protected to ensure that no damage be done to them until back filling has been completed. In the case of electric and telephone cables, if these are exposed during the course of excavation, the Contractor shall not refill the excavation around such cables until the cables have been inspected and passed as intact by the responsible authorities. The costs of protecting, maintaining and repairs necessitated by damage caused by the Contractor, must be included in the rates measured as specified in Clause 8.3.5 of SANS 1200 DB. (Intersect and adjoin).

The protection of electric and GPO poles will be measured in the number. Overhead services must be protected. No

additional payment for overhead services will be made and the cost must be included in the rate for excavation.

Protection of services will only apply to existing services. Protection of services installed during the execution of this contract will not be paid for separately and must be included in the rates for excavation and pipe laying of new pipes.

Services which are within 0,15 m from each other (wall to wall) will be measured as one service with respect to exposure, crossing and working parallel to services.

C3.4.5.3 Damage to services

The Contractor shall take all necessary steps to protect any existing services whatsoever against damage, which may arise as a result of his operations on site. The Contractor shall bear the cost of repairing (by the relevant authority) the damage to any service, the possible existence of which could reasonably have been ascertained by him in good time. Where the Contractor is responsible for damage for which repairs must be settled by the Contractor or will be recovered by means of a deduction from the Contractor's monthly Payment Certificates.

C3.5.4.4 Reinstatement of services and structure damaged during construction

Should a service be damaged, the Contractor shall inform the relevant Authority and the Employer immediately. The Relevant authority will either repair the serve or task the contractor to repair the service under their supervision. Should a service, which the Contractor deems to be unknown service, be damaged, the Contractor shall inform the relevant Authority and the Employer immediately and inform the Employer's representative in writing within 24 (twenty-four) hours that he considers it unknown service. The cost of repair then will be recovered from the first payment certificate thereafter due to the contractor. Should the Employer thereafter confirm that it was an unknown service, the Contractor will be recompensated in the next payment certificate plus a handling fee of 7,5 %. No claim for additional time, standing time or any other additional payment for the breaking of known or unknown services will be entertained.

No additional payment will be made for the care required or for any additional costs incurred by the Contractor when constructing in the proximity of existing services and structures. The Contractor must therefore allow for all such costs in his tendered rates in the Bill of Quantities.

C3.4.6 SITE ESTABLISHMENT

C3.6.1 Service and facilities provided by the employer

(i.) Source of water supply

No water supply points available on the site of works. The Contractor shall make his own arrangements for water supply with the local authority.

Water used by the Contractor form the local authority mains will be charged for at the tariffs ruling at the time of use.

The contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of water supply point nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the contract.

(ii.) Source of Power Supply

No power supply is available on the site. The Contractor shall make his own arrangements for an electrical supply, should one be required.

Electrical used by the Contractor will be charged for at the tariffs ruling at the time.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of an electrical supply point nor for cost of electrical used. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

(iii.) Location of camp and Materials storage area

The camp site and storage area will be indicated to tenderers at the site inspection for the contract. The Contractor shall confine his camp and storage of materials to the areas designated. On completion of the construction works the surface of the areas utilised shall be re-instated to their original condition.

C3.4.6.2 Facilities provided by the contractor

(i.) Temporary Offices

An office for the Employer is not required. Refer to PS 3.2 for the Employers requirements.

(ii.) Sanitary Facilities

The Contractor shall supply chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per 10 personnel on site and provide separate facilities for men and women.

Under no circumstances will be Contractor's staff be allowed to use existing toilet facilities.

C3.4.6.3 Advertising rights

All advertising rights on site shall be reserved exclusively for the employer.

C3.4.6.5.4 Notice boards

The notice board required for the project is appended to the document as Annexure C: Tender Drawings bonded into this document. The placement of the notice boards will be finalised with the successful contractor during the site hand-over meeting.

C3.4.6.5 Housing for contractor's employees

No housing is available for the contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor's is in all respects responsible for the housing and transporting for his employees and for the arrangement thereof and no extension of time due to any delays resulting from this will be granted.

C3.4.7 PERMITS AND WAY LEAVES

Wayleaves for working close to or in the proximity of any existing services shall be applied for by the Contractor.

C3.4.8 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The contractor must notify the Employer's representative at least 24 hours prior to the execution of the connection of the existing manholes. The arrangement applies to the connection to the existing sewer gravity pipe.

C3.4.9 WATER FOR CONSTRUCTION PURPOSES

Water supply from the existing water reticulation network can be used by the Contractor for construction purposes. The Contractor will have to make necessary arrangements with the Kouga Municipality regarding the water usage.

C3.4.10 SURVEY CONTROL AND SETTING OUT OF THE WORKS

Before commencement of work, the Contractor is to liaise with the Employer to establish exactly the status of all benchmarks and reference pegs at the site. The position of all benchmarks and reference pegs found will be recorded on a marked-up print of the site layout plan.

On completion of the Contract the pegs that have been unavoidably disturbed will be replaced by the Employer. Pegs which have, in the opinion of the Employer, been disturbed due to the negligence of the Contractor will be replaced at the Contractor's cost.

C3.4.11 FEATURES REQUIRING SPECIAL ATTENTION

C3.4.11.1 Safety regulations

Both the "Factories, Machinery and Building Work Act (Act 22 1941) and the" Machinery and Occupational Safety Act (Act 6 of 1983)" must, wherever they appear in the SANS 1200 standardised specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)".

The Contractor shall apply suitable proven methods for construction complying with the OHS Act so that his activities will not constitute a hazard to his work force, the public or any adjacent property. All excavations shall be suitable safeguarded 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. The camp and construction site will be locked after hours to ensure safety of passers-by. No additional payment will be made to the Contractor for complying with these requirements.

C3.4.11.2 "Record" drawings

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The Contractor must submit this information monthly with his payment certificates to the Employer. 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 Employer at no cost. The actual position and depth of any future connections, as well as any previously unknown existing services shall also be provided.

The completion certificate shall only be issued after the Employer has received a properly completed set of "record" drawings from the Contractor. No separate payment shall be made for this service as all costs related thereto shall be deemed to be included in the relevant items.

C3.4.11.3 Finishing and tidying

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 unnecessary and in the event of this occurring the Employer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

C3.4.12 SITE INSTRUCTION BOOK

A triplicate book for site instructions shall be supplied free of charge by the Contractor and shall at all times kept on the site and accessible to the Employer during normal working hours. At the end of the Contract the Contractor shall hand the site instruction book to the Employer.

C3.4.13 INTERRUPTION OF EXISTING SERVICES

The known services are indicated on the drawings, but it remains the responsibility of the Contractor to detect and protect the existing services. The Contractor must liaise with all services owners before any excavation begin.

C3.4.14 CONSTRUCTION IN RESTRICTED AREAS

Working space may sometimes be restricted. The construction method used in these restricted areas largely depends on the Contractor's plant. However, Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for difficulties encountered while working in restricted areas. This will also apply to overbreak during any excavation. Payment will always be based on specified cross sections and dimensions. No extra payment or any claim for payment due to these difficulties will be considered

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

C3.5 Management

C3.6.4. MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable SANS standards

As specified under C3.4.

C3.5.1.2 Particular / generic specifications

As specified under C3.4.

C3.5.1.3 Planning and Programming

Refer Clause 5.6 of the Conditions of Contract.

The Contractor is further reminded to incorporate and cater for the following within the programme:

- Allowance for normal weather conditions as specified under Clause 5.12.2.2 of the Conditions of Contract.
- Allowance for the subcontracting procurement and procedures as specified under C3.3: Procurement under the Scope of Work.

If the programme submitted by the Contractor in terms of Clause 5.6 of the Conditions of Contract has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clause 5.12 of the Conditions of Contract or within a granted extension of time.

Proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Employer to take steps as set out in Clause 9.2 of the Conditions of Contract.

The approval of a programme by the Employer shall have no contractual significance other than that the Employer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Employer to instruct the Contractor to vary the programme if necessary. The Contractor's attention is also drawn to C3.4.10.

C3.5.1.4 Sequence of the works

To be determined by the Contractor.

C3.5.1.5 Software application for programming

To be determined by the Contractor.

C3.5.1.6 Methods and Procedures

The Works shall be executed in terms of the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.7 Quality plans and control

Refer to the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications, the subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.8 Environment

Refer to the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications, the subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

C3.5.1.9 Accommodation of traffic on public roads occupied by the Contractor

Refer to the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications, the subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.10 Other contractors on site

Refer also to the various and applicable SANS/SABS 1200 Specifications, the EMP, the general health and safety specifications, the subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.11 Testing, completion, commissioning, and correction of defects

Refer to the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications, the subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.12 Recording of weather

Refer C3.4.10.

C3.5.1.13 Format of communications

All contractual communication shall be in writing.

The Contractor shall, for the full duration of the Contract Period, supply and maintain the following documentation:

- (a) Site Communication and Request Book.
- (b) Safety File containing all relevant safety data.
- (c) Daily register of all labour, plant, and equipment.
- (d) Quality Control files containing all quality control/assurance forms and records.
- (e) One full set of Contract Drawings and documents.
- (f) Latest revision of the Construction Programme.

The above-mentioned shall be kept on Site and shall be accessible to the Employer at all times.

C3.5.1.14 Key personnel

Key personnel shall be on site at all times to control, manage and supervise construction activities.

C3.5.1.15 Management meetings

The Contractor shall have regular site management meetings to coordinate and manage the Works.

Monthly Contract Meeting shall be held on site. This meeting shall be chaired by the Employer.

C3.5.1.16 Forms for contract administration

The Employer, the Contractor and the Employer shall operate and maintain their own individual contract administration systems.

C3.5.1.17 Electronic payments

Not applicable.

C3.5.1.18 Daily records

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.19 Bonds and guarantees

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.20 Payment certificates

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.21 Permits

Not applicable.

C3.5.1.22 Proof of compliance with the law

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.23 Insurance provided by the employer

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.6.5. HEALTH AND SAFETY

The Contractor shall comply with the Employers health and safety specifications as specified in Particular Specifications, the Scope of Work as well as the Conditions of Contract.

C3.5.2.1 Health and safety requirements and procedures employer

- a) In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:
- b) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.
 - (i) The Contractor undertakes that all relevant duties, obligations, and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.
 - (ii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.
 - (iii) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.
 - (iv) The Contractor shall be obliged to report forthwith to the Employer and Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer, of such investigation, complaint or criminal charge.
 - (v) The Contractor shall furthermore, in compliance with Constructional Regulations 2014 (Notice No R84, dated 7 February 2014) to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works. The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.
 - (vi) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.
 - (vii) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the C3.4: Construction, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification (regulation 4(1) of the Construction Regulations 2014).

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.5.2.2 Protection of the public

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

C3.5.2.3 Barricades and lighting

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.2.4 Traffic control on roads

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.2.5 Measures against disease and epidemics

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.2.6 Aids awareness

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

KOUGA LOCAL MUNICIPALITY

BID NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

C3.6 Health and Safety Specifications

C3.6.1 Definitions

For the purpose of the General construction Health and Safety Specification, the abbreviations or definitions given hereunder shall apply:

- 1) "Agent" refers to an occupational health and safety practitioner, appointed by the KLM to act on its behalf, and who is appointed in writing.
- 2) "Client" refers to the Kouga Local Municipality
- 3) "Competent person" refers to any person having the knowledge, training, experience and qualifications specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;
- 4) "Construction work" refers to any work in connection with – the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling; the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
- 5) "Contractor" refers to a Contractor of the Principal Contractor, including the Principal Contractor himself
- 6) "CR" refers to the Construction Regulations, 2014
- 7) "Excavation work" means the making of any man-made cavity, trench, pit, or depression formed by cutting, digging or scooping.
- 8) "Fall arrest equipment" refers to equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts.
- 9) "Fall prevention equipment" refers to equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment.
- 10) "Fall protection plan" refers to a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk. "GCHSS" refers to this document, the General Construction Health & Safety Specification
- 11) "H&S" refers to Health and Safety
- 12) "HCS" refers to Hazardous Chemical Substances
- 13) "Health and Safety Plan" refers to a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.
- 14) "Health and Safety Specification" refers to a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.
- 15) "Hot Work" means any work where there is a fire or explosion risk, including but not limited to all welding, plasma cutting, LPG-or acetylene gas applications, grinding, work with flammable or explosive substances and work with chemicals with the potential of exothermic reactions.
- 16) "Medical certificate of fitness" means a certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa.
- 17) "Method statement" refers to a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in the risk assessment.

- 18) "KLM" refers to the Kouga Local Municipality
- 19) "OHS Act" refers to the Occupational Health & Safety Act of 1993
- 20) "OHSAS 18001" refers to the Occupational Health & Safety Auditing System standard
- 21) "Plant" includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant.
- 22) "Principal Contractor" means an employer, as defined in section 1 of the OHS Act who performs construction work and is appointed by the KLM to be in overall control and management of a part of, or the whole of a construction site.
- 23) "Regulations" refers to the Regulations issued under the Occupational Health & Safety Act.
- 24) "Risk Assessment" refers to the systematic & methodical assessment methodology utilised to identify hazards and risks to persons / plant and equipment and the corresponding listing of risk controls; the risk assessment must form part of the health and safety plan to be applied on a site of works
- 25) "S" refers to a Section in the Occupational Health & Safety Act of 1993.
- 26) "Site" refers to the factories, lands, and other places, made available by the KLM for the purposes of the Contract, on, under, over, in, or through which the construction work is to be executed or carried out.
- 27) "Structure" includes: Any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
 - 27.1) Any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
 - 27.2) Any fixed plant in respect of work which includes the installation, commissioning, decommissioning, or dismantling and where any such work involves a risk of a person falling two meters or more.
- 28) "Work Instruction" [WI] refers to a portion or the whole of a method statement which is essential to ensure employee competence with the relevant task.
- 29) "Standard" refers to the OHSAS 18001 auditing system standards covering OH&S management that is intended to provide the KLM with the elements of an effective OH&S management system that can help the KLM achieve OH&S and economic objectives. This OHSAS standard specifies requirements for an OH&S management system to enable the KLM to develop and implement a policy and objectives which take into account legal requirements and OH&S risks.

The Occupational Health and Safety Assessment Series Standard is a recognizable occupational health and safety management system standard against which management systems can be assessed and certified.

OHSAS 18001 has been developed to be compatible with the ISO 9001:2000 (Quality) and ISO 14001:2004 (Environmental) management systems standards, in order to facilitate the integration of quality, environmental occupational health and safety management systems by organizations.

C3.6.2 Introduction to the General Construction Health and Safety Specification.

The KLM aims to execute its health and safety duties as mandatory with the aim of 'zero harm to all.' The KLM is further committed to ensuring that the highest standards of health and safety prevail for this purpose, the client's duty of the KLM is bestowed on the Public Health Directorate, whose task it is to execute or manage all the statutory duties of the KLM as mandatory for construction.

This General Construction Health & Safety Specification is published in terms of the Occupational Health & Safety Act of 1993, Construction Regulation 5(1)(b). It applies to the Principal Contractor and to all other contractors and all persons who work on a construction project.

This GCHSS formulates the minimum requirements which must be met by Contractors and documented in the contractors' health and safety plan. The specification is not a limited or exhaustive list of legal and corporate compliance requirements. By its very nature, construction work and its occupational health and safety hazards are dynamic; work methods, site conditions or occupational hazards may change or become apparent after the H&S specification's development. The KLM requires each contractor to document and plan ongoing assessments of risks and review of controls in the H&S plan and file. Chapters included in this specification, which do not apply to a project, must be ignored.

The Principal Contractor must appoint contractors where applicable, for each part of the project and the contractor shall submit his H&S plan for approval to the Principal Contractor before commencement of the construction work. Additionally, to the requirements of Construction Regulations, a Principal Contractor shall notify the KLM of every H&S plan which has been approved before commencement of the relevant contractor on the site.

Additional to the legal requirement of the Construction Regulations, each sub-contractor appointed by a contractor of the Principal Contractor, must submit his H&S plan for approval to both the appointing contractor and the Principal

Contractor; both the appointing contractor and the Principal Contractor shall approve the H&S plan before commencement of the relevant construction work.

The GCHSS does not replace the Construction Regulations, but is a supplementary specification as required in terms of the Regulations. Partial references to or quotes from the Regulations do not imply that the sections not referred to or quoted from are of lesser importance or are not applicable.

All Contractors are, at all times required to and will remain responsible to fully address all requirements and standards of the Occupational Health and Safety Act, Regulations and the full Construction Regulations in the Health and Safety Plan and the implementation thereof. The controls of the approved H&S plans must be strictly and comprehensively implemented and maintained by all contractors.

This Health & Safety Specification must be included in all tender documents for construction work. It shall be known within the KLM as the General Construction Health & Safety Specification.

It may be supplemented on various projects by a specific Construction Health & Safety Specification which deals with health & safety issues relevant to that specific project only.

Through the Public Health Directorate, the KLM may appoint an Agent who shall (inter-alia) be responsible for the approval of all Principal Contractors' H&S Plans, for the auditing of the Principal Contractors' implementation thereof, and for maintaining the document control associated with the GCHSS.

The Public Health Directorate shall ensure quality control of all agents appointed and shall ensure that no person is appointed as agent, unless the Public Health Directorate is reasonably satisfied that the person it intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by the statutes.

C3.6.3 Limitation of liability

The KLM and its agent shall not be responsible for any acts or omissions of any Contractor which may directly or indirectly result from the application of the GCHSS or any project specific version thereof. Contractors must ensure that work, equipment, machinery, plant, and work practices are, at all times, compliant to the legal requirements as these apply.

Contractors must ensure that where the scope of work is changed or where, for whatever reason, additional or new risks are identified the H&S plan is adapted accordingly. Any change to the H&S plan must be approved by the Public Health Directorate or its agent. No such work, not included in the approved H&S plan, may be commenced unless discussed and finally approved by the Public Health Directorate or its agent. The KLM and its agent shall limit its responsibility to the application of the Construction Regulations' Client Requirements only.

Any other potential responsibility on the part of the KLM shall be dealt with in a Mandatory Agreement, as defined in Section 37(2) of the OHS Act. The signed contract must be included in the H&S plan. Each contractor shall enter into a Section 37(2) mandatory agreement with the KLM prior to starting work on the site. It is the responsibility of the Principal Contractor to ensure that each contractor has a completed and signed Section 37(2) mandatory agreement with the KLM in the contractors' health and safety file on site.

C3.6.4 Purpose of the General Construction Health and Safety Specification

The purpose of the GCHSS is for the specification to be used as a specific standard on which all Contractors' H&S Planning must be based. The GCHSS will be applicable on any construction project within the KLM.

C3.6.5 Implementation of the General Construction Health and Safety Specification

This GCHSS forms an integral part of the Project Contract, and Principal Contractors are required to make it an integral part of their contracts with subcontractors and suppliers. It will be disseminated by the KLM to persons responsible for the design of structures, who will ensure that it is included in the Tender Document(s) issued to prospective Principal Contractors. The prospective Principal Contractors shall allow in their tenders for the cost of complying with the requirements of the GCHSS. The H&S plan shall outline the budgeted costs for occupational health and safety, applicable to each construction project. The signing by the Principal Contractor of the Contract with the KLM shall constitute acknowledgement that the Principal Contractor has familiarised himself with the content of the GCHSS and that he will comply with all obligations in respect thereof.

C3.6.6 Scope

This GCHSS covers the general requirements for addressing, mitigating, and controlling Occupational Health and Safety related risks, problems, incidents, and injuries on projects constructed or executed for the KLM.

The scope addresses legal compliance, hazard identification, risk assessment, risk control methodology and the promotion of a health and safety culture amongst those working on the KLM projects.

The GCHSS contains clauses that are generally applicable to building, Engineering and construction and imposes controls associated with activities that impact on human health and safety.

The Principal Contractor is required to comply with the provisions of the OHS Act, all applicable Regulations and this GCHSS.

The KLM, through the Public Health Directorate will monitor the Principal Contractor's compliance with the requirements of the OHS ACT, Regulations, and their H&S Plan.

C3.6.7 Compensation of Occupational Injuries and Diseases

The Principal Contractor shall submit proof of registration as an employer, and proof of Good Standing with the COIDA Commissioner in the H&S plan and prior to starting the work.

A copy of the Letter of Good Standing with the COIDA Commissioner must be included in the H&S Plan.

C3.6.8 Notification of Intention to Commence Construction Work

After receipt of the Letter of Acceptance from the KLM, the Principal Contractor shall notify the Provincial Director of the Department of Labour of a notifiable project before work commences.

The notification shall be similar in format to Annexure 2 in the Construction Regulations, 2014.

A copy of the notification letter to the Provincial Director and proof of notification must form part of the H&S Plan.

C3.6.9 Competency

The H&S plan shall include signed letters of appointment of competent persons.

The competency of each person shall be documented in an attachment to the letter of appointment.

Such attachment shall contain verifiable evidence of the competent persons':

- (i.) Knowledge; and
- (ii.) Training; and
- (iii.) Experience; and
- (iv.) Qualifications specific to the work or task for which the appointee is competent.

The Principal Contractor shall include a competency matrix linking the competent employees, as per the organisational chart, to the competency required because of the risk assessment. The competency matrix forms part of the methodology for assessing the Principal Contractors' overall competence as required in the Construction Regulations.

C3.6.10 Construction Safety Officer

The Principal Contractor shall appoint a fulltime competent person to function as Construction H&S Officer for the construction work at the KLM.

Proof of competence of the appointed construction safety officer must be included in the H&S Plan for approval by the KLM. The planned functions, including the applicable attendance, inspection- and audit procedure and forms applicable to the work of the Construction Safety Officer must be outlined in the H&S Plan.

C3.6.11 Principal Contractor's Health & Safety Plan

The Principal Contractor shall submit an H&S Plan to the Public Health Directorate, in accordance with the legal requirements and the GCHSS, prior to work starting.

This plan must be presented to and approved by the Public Health Directorate or its agent prior to the site being handed over to the Principal Contractor.

The content of the H&S Plan shall follow a specific order as per Annexure A and include the following:

A cover page indicating:

The contract reference.
The name and address of the Principal Contractor and its CEO.
The name and signature of the designated person in terms of section 16(2) and of the Construction Supervisor.
A space for the client and Agent to sign for approval.

An index of the H&S Plan
The Principal Contractors' Occupational Health and Safety Policy, if any.
A detailed overview of the scope and activities of the project; such overview must identify all activities of the project in a chronological manner, following the planned progress of the project; the scope must include all work done by sub-contractors.

An overview of the machinery and plant used in the project.
An organisational chart of the competent staff deployed in the project, which identifies legal appointments and responsibilities (see Annexure C); the chart must refer to the proof of competence of each person.
A hazard identification and risk assessment based on the scope of work as indicated in item 11.3.4. and the machinery identified in item 11.3.5 herein.
An overview of the management controls, with reference to the hazard identification and risk assessment, to ensure compliance with legislation and the relevant sections of the GCHSS; these controls shall be documented in method statements addressing Engineering- and administrative risk control.
All relevant documents, appointment letters, programmes, instructions, inspection register templates, etc. to support each section of the H&S Plan. Where practical, such documents may be inserted in the H&S file; the H&S file, together with the H&S plan may be submitted for approval by the Public Health Directorate.
The Public Health Directorate shall assess and discuss, where applicable, the contents of the H&S plan with the Principal Contractor. The assessment systematically verifies compliance of the H&S plan with the statutory requirements and with the requirements in the H&S specification. The assessment is done in accordance with the KLM H&S procedure for the assessment of construction H&S plans

C3.6.12 Hazard Identification and Risk Assessment

Interfacing with the Public Health Directorate's H&S structures, a pre-construction baseline risk assessment shall be conducted by the KLM project management team at the pre- construction work / project stage, prior to releasing any tender documentation.
The Principal Contractor shall appoint a competent person to perform a baseline and issue-based hazard identification and risk assessment. The competent persons' proof of training as a risk assessor shall be attached to the letter of appointment.
The baseline assessment shall be included in the H&S Plan.
Risk assessments of all risk-bearing activities identified in the scope of work shall form an integral part of the H&S Plan.
The risk assessment must be based on the scope of work, the materials required, and the machinery used.
The risk assessment must refer to all controls which the Contractor plans to put in place [CR 9].
All risk assessments shall be conducted in terms of an acceptable and documented methodology, prior to commencement of work and in accordance with the provisions of the CR.
The methodology shall ensure that:
For each hazardous event, hazards must be identified separately, and the risk assessment and identification of controls must be documented separately.
Risk scoring must, at least, identify a residual risk.
Risk controls are referenced to the planning in the H&S plan.
A risk register, listing the residual risks from highest to lowest must be included in the baseline risk assessment.

C3.6.13 Health & Safety File

The Principal Contractor shall provide and maintain a H&S File, containing all relevant documents as prescribed in the OHS Act and Regulations and all records referred to in the H&S Plan. The H&S file, in its original start-up format, shall be presented to the Public Health Directorate together with the H&S plan during the discussions for final approval. The H&S File shall be kept on the construction site and available for inspection by the KLM, its Agent, or the Department of Labour's Inspectors. The H&S File shall include an index as per Annexure B. The H&S File becomes the property of the KLM after completion of the project.

C3.6.14 Induction

The Principal Contractor shall develop a job- or project-specific induction training programme in health and safety, based on the risk assessment, to ensure that all employees on site are conversant with:
The risks of the construction project
The controls documented in the H&S Plan
The role they are expected to play in ensuring health and safety on the construction site.
The Principal Contractor shall ensure that all employees are competent in the induction training before commencing duties on site.

The contents of the induction programme and method of ensuring that all employees are inducted will be documented in the H&S Plan.

When working in or close to production areas or areas where the KLM employees, visitors or stakeholders are working, each employee of a contractor accessing the site, including management, shall complete the KLM induction; Each contractor shall ensure that none of his employees accesses the KLM site/s unless having been inducted by the KLM.

C3.6.15 Health and Safety Training and Ongoing Risk Competency

The Principal Contractor shall ensure that daily pre-task health and safety instructions are given to all employees. The methods for ensuring that daily pre-task instructions or start-up talks, or toolbox talks occur, including the method of documenting the contents and attendance, shall be described in the H&S Plan. Competency of employees and ongoing training in H&S matters shall be documented by including a training matrix indicating, occupation, employee name & surname, subject matter, date of training, reference number and employees' competency in safe working processes:

Each applicable safe work instruction must be included in the H&S Plan.
The method of training and ensuring competence must be included in the H&S Plan.

C3.6.16 Inspection, Monitoring and Reporting

The Principal Contractor shall conduct daily safety inspections on the site (or more frequent, where so required in the Regulations), and shall take steps to rectify any unsafe condition of which he is aware. The H&S plan shall contain an inspection schedule addressing all identified risks; the schedule and contents of the inspection shall be relative to the residual risks.

The Construction Supervisor and Safety Officer shall perform regular inspections and document these in the H&S File.

The relevant inspection templates and the frequency of inspections shall be included in the H&S Plan.

The H&S Plan shall contain a list and template of all statutory inspection registers which shall be kept on site:

The templates must correlate with the machinery and equipment listed on site.

The inspector responsible for the inspection and maintenance of the register must be appointed in writing, and competency must be documented.

C3.6.17 Incident Management [Incidents, Accidents and Emergencies]

All near misses, incidents and accidents must be recorded, investigated, and managed in accordance with the statutory provisions. Each H&S incident and accident must be recorded in a register kept in the H&S file; a template of the register shall be included in the H&S Plan. Every incident in which an employee sustains any form of injury shall be reported to the Public Health Directorate or its Agent within the working shift in which the incident occurs. Section 24 of the OHS Act incidents shall be reported in the prescribed manner to the Department of Labour, to the COIDA Compensation Commissioner in the prescribed manner [Annexure 1 & WCL2] and to the KLM Public Health Directorate or their Agent. A record of all incidents and investigations shall be kept in the health and safety file. A record / register [matrix] shall be kept indicating the categories of injuries [first aid / IOD non-disabling, IOD Disabling and dangerous occurrences] sustained by employees, visitors, and sub-contractors to date. Each contractor shall ensure that a proper incident reporting and investigation management procedure is documented, and a site emergency procedure is formulated, documented, implemented (drills) and is available on site, outlined in detail, and included in the H&S Plan. The emergency arrangements shall be displayed on site and shall include:

- A comprehensive emergency and evacuation plan.
- A site-specific emergency evacuation top-down plan/flow chart.
- An updated list of emergency telephone numbers.

C3.6.18 Audits and inspections

The Public Health Directorate shall perform regular inspections and audits of the construction site. Unsafe work will be stopped. All inspections and audits are done in accordance with the KLM H&S procedure for the audit and inspection of construction sites.

Records of audits shall be kept in the H&S File together with a record of any non-conformance report/s, investigation and corrective & preventative actions required by the Principal Contractor.

The Principal Contractor's H&S Plan shall document the corrective and preventative action procedure applicable to the project, including the planned method to ensure that non-conformities are managed immediately.

The KLM or its Agent shall stop all or any work activity which does not conform to the H&S Plan, which is contradictory to statutory requirements, or which poses a threat to the health and safety of persons.

The Principal Contractor shall conduct regular health & safety audits (at least once a month) to ensure compliance with the OHS Act, its Regulations, and the Contractors' H&S Plan. Each contractor on site, whether appointed by the

Principal Contractor or by any of his sub-contractors shall be audited by the Principal Contractor. The H&S plan of the Principal Contractor shall include a contractor's auditing procedure, template, and schedule. The Principal Contractor shall stop all or any work activity which does not conform to the H&S Plan, which is contradictory to statutory requirements, or which poses a threat to the health and safety of persons.

C3.6.19 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that every employee is issued with, and wears SABS-approved PPE, consisting of all PPE identified in the PPE needs analysis and indicated in the risk assessment. The Principal Contractor shall document the procedure applicable for to the issue, use and replacement criteria of PPE in the H&S plan. All the contractors' employees shall wear; full length overalls and shall wear clearly visible identification with respect to their employer. All employees performing construction work at the KLM shall wear steel-capped safety boots. The H&S Plan shall contain an outline of the PPE to be used, the management of such PPE on site, including the issuing of PPE, training in the safe use of PPE, overnight storage, any sanitising of PPE and the disposal of PPE. Contaminated PPE shall be disposed of in the prescribed manner as referenced in the OHS Act – HCS Regulations and to an approved waste disposal site

C3.6.20 Occupational Health and Safety Signage

The Principal Contractor shall erect and maintain quality mandatory, warning, general information, prohibiting and firefighting safety signage. The signage shall reflect through text & symbolics, all the risks identified in the H&S plan that necessitate the use of PPE as a control factor, including but not be limited to:

- A warning on construction activities.
- Access restrictions.
- The name and telephone number of the responsible person(s).
- Emergency telephone number(s).
- PPE to be worn at the particular site.
- Where falling objects may occur, relevant barricading and warning signs must be erected.

C3.6.21 Sub-contractors

Sub-contractors must be given a copy of this general H&S Specification and any additional specification issued by Principal Contractor, the KLM, or the Public Health Directorate, and shall comply with these specifications integrally. The H&S specification applicable to every sub-contractor issued by the Principal Contractor shall be included in the H&S Plan of the Principal Contractor. The Principal Contractor shall ensure that all sub-contractors on site, including sub-contractors of his sub-contractors plan the construction work in an H&S Plan, approved by the Principal Contractor. Principal Contractors shall ensure that sub-contractors comply with their H&S Plans, based on all applicable H&S Specifications, the requirements of the OHS Act and all other relevant legislation. Monthly audits of all sub-contractors must be recorded and filed in the H&S File, for inspection by the KLM or its Agent. All sub-contractor H&S Plans and Files must strictly follow the Contents and Numbering system as per Annexure A and B. The H&S Plan must include the Principal Contractor's actions to ensure that all sub-contractors fully comply with the Regulations, including but not limited to:

- The H&S Plans of sub-contractors, after approval by the Principal Contractor; where sub contractors' H&S plans are approved later in the project, the letter of approval shall be copied to the Public Health Directorate
- A signed agreement in terms of Section 37(2) between the Principal Contractor and every subcontractor and a template of such agreement.
- A maintained list of all contractors, the date of approval of their respective H&S plan, their registration number with COIDA, the name and telephone number of the Contractors' Construction Supervisor and the date of the last audit of the sub-contractor by the Principal Contractor.

C3.6.22 Public Health and Safety

Appropriate health and safety signage shall be posted; the type of signage planned for must be documented in the H&S Plan.

The Principal Contractor shall ensure that each person visiting the site shall be inducted to the site and such abridged induction shall outline the hazards likely to arise from on-site activities and the precautions to be observed to avoid or minimise those risks. The template induction and record shall be included in the H&S plan.

No construction work shall be performed, where there is a risk of the activity affecting the KLM employees, the KLM production processes or where there is risk that the KLM employees access the construction site, unless defined through a Specific Construction H&S Specification.

Where the need for public barricading is identified in the risk assessment or in a specific construction H&S Specification, the Principal Contractor shall document a method statement for the erection, maintenance and control of barricades or fences and controlled access points, to prevent the entry of unauthorized persons.

Where the need for traffic deviation is identified in the risk assessment or in a specific construction H&S Specification, the Contractor shall perform an issue-based risk assessment and document a method statement compliant to the relevant traffic ordinances and traffic controls standards; the method statement shall include competence of traffic officers, flagmen and operators of traffic control equipment.

C3.6.23 Night Work and After-Hour's Work

No night work shall be performed unless authorised by the KLM or its Agent.

Where applicable the risk assessment and method statements in the H&S plan shall include night risks including but not limited to excavations, road obstructions, traffic obstructions or deviation, night security, after hours delivery.

Where applicable the risk assessment and method statements in the H&S plan shall include after hour work and the safe management thereof.

C3.6.24 Facilities Management [Facilities for Employees]

The Principal Contractor shall document the construction site's method to ensure the statutory application of employee's rights in terms of employee facilities as defined in the OHS Act, the General Safety Regulations, and the Construction Regulation, including:

The provision of facilities for safekeeping and changing.

The method of ensuring that employees requiring to change on site can do so in privacy.

The provision of an eating area.

The provision and maintenance of sufficient toilets and showers / washing / cleaning on site.

Where the construction work includes access to production or utility areas, such access shall be planned and authorised by the KLM or the Public Health Directorate.

C3.6.25 Health and Safety Representatives and Committees

The Principal Contractor and all contractors must ensure that for any workplace where more than 20 employees work, the minimum legislative prescribed number of Health and Safety Representatives in a ratio of 1:50 employees be nominated, elected, designated in writing and trained to carry out their prescribed functions.

In areas where twenty (20) or less employees are engaged in an activity, at least one Health and Safety Representative shall be designated in writing and operate as above.

Health and Safety Representatives shall be required to conduct monthly inspections within their area of responsibility; all deviations recorded must immediately be reported to the Construction Supervisor and Construction Safety Officer where applicable and appropriate action must immediately be taken to eliminate the identified health or safety hazard.

The Principal Contractor shall ensure that Health and Safety Committee meetings are held monthly and are chaired by the Construction Supervisor. Meeting agendas and minutes shall be filed in the H&S file.

The H&S plan shall include a Work Instruction (WI) on the management of H&S representatives and committees.

C3.6.26 Housekeeping, Stacking, Storage, Drop Zones, and Lay-down Areas

DROP ZONE = AN ELEVATED AREA WITHIN THE WORKING ENVIRONMENT WHERE THERE IS A POTENTIAL RISK OF FALLING MATERIALS AND OR OBJECTS THAT MAY CAUSE INJURIES

LAY-DOWN AREA = AN AREA WHERE MATERIALS, EQUIPMENT AND SUNDRY IS STAGED THAT IS REQUIRED FOR PROJECT RELATED PURPOSES

The principal contractor shall appoint a person responsible for general housekeeping and stacking and storage of materials and equipment on the entire site.

Where the baseline risk assessment identified the risk of falling tools, items, objects and materials, the area shall be barriered or demarcated, appropriate warning signage installed, and such hazards included in a method statement & issue-based risk assessment prior to or when work activities are performed within such zones. Furthermore, the same stipulation is required for site lay-down areas where equipment, plant, materials, substances, and other items are stored / staged for the site project works. A method statement & issue-based risk assessment must be

generated for the safe raising and lowering of materials, equipment, and plant to ensure safe management of the lay-down area. A lifting and lowering work instruction shall be included in the H&S Plan.

Stacking and storage areas shall be clearly defined and demarcated on the site with the appropriate symbolic signs. Offloading of building materials equipment and plant shall occur under the direct supervision of the appointed person responsible for general housekeeping and stacking and storage.

Where offloading may occur after normal working hours, a method statement and risk assessment for such offloading will be included in the H&S plan.

C3.6.27 Waste Management

The principal contractor shall appoint a person responsible for site-wide control & removal of scrap, waste, and debris.

No waste, including scrap, debris, hazardous waste, combustible materials, and containers shall accumulate on the construction site.

The principal contractor shall document a waste management method statement in the H&S Plan. Such method statement shall include all liquid, gaseous or solid waste produced during the construction process and shall define appropriate legislative – Local & National required waste management & disposal requirements.

C3.6.28 Occupational Health

The H&S Plan shall include all medical certificates of fitness for those employees legally requiring such.

Medical certificates must be issued by an occupational medical practitioner after personally performing the medical tests

Medical certificates must be on the doctors' letter head and conform to the applicable statutory requirements.

C3.6.29 First Aid Management

Principal Contractors & sub-contractors shall ensure that every site where they are engaged in work activities, has adequately trained first aiders at all times.

Where high risk substances, toxic, corrosive or similar hazardous substances are used, handled, or processed, the Principal Contractor shall ensure that the First Aider is trained in the first aid procedures to treat injuries that may result from such activities.

First aiders shall be identified and shall have immediate access to a comprehensively stocked first aid box.

Such first aid box/s shall be stocked to include all first aid equipment as per the minimum requirements listed under General Safety Regulation 3, and any additional items identified in the risk assessment.

All the above first aid controls, including the letter of appointment, proof of competency, signage, injury-record, and stock-control registers shall be documented in the H&S Plan.

C3.6.30 Access and traffic management

Where access to the construction site or to the KLM has been identified as a risk, an 'Access and traffic' method statement shall be included in the H&S Plan.

The risk of all traffic arrangements included in the scope of the work shall be assessed and a traffic control method statement included in the H&S plan. Any alteration to this method statement during the course of the project shall be assessed and, where applicable, any amended & reviewed method statement shall be presented to the Public Health Directorate prior to being implemented.

C3.6.31 Work within operational areas of the KLM

The Principal Contractor shall ensure that all employees working inside municipal buildings in which business is conducted have been subjected to the required induction.

The Principal Contractor shall discuss and agree with the KLM contract manager and the health and safety officer responsible for that directorate in order to define the procedure and subject matter for induction.

Such health and safety induction shall, as a minimum, include instructions with respect to emergency exits, location of fire equipment, smoking arrangements, mustering points, special hazards in the building and housekeeping arrangements.

C3.6.32 Hot Work, Fire Risks, Fire Extinguishers and Fire Fighting Equipment

No open fires are allowed on site.

No smoking is allowed on site, except in designated smoke areas, identified in the H&S Plan.

All combustible and all flammable products must be stored in an adequate storage facility; this process shall be documented in a method statement in the H&S Plan.

Where hot work is performed on a production site, the contractor shall interface with the Public Health Directorate in order to establish dangerous work permission; such interface will be documented in the H&S Plan.

The Principal Contractor shall provide suitable fire extinguishers, as defined in the H&S controls, which shall be serviced regularly, in accordance with the manufacturer's recommendations.

Safety signage shall be prominently displayed in all areas where fire extinguishers are located. The Principal Contractor shall arrange for the training of the relevant personnel, in the use of fire extinguishers. The following are minimum requirements for competency in the use of fire extinguishers:

- At least one employee on each construction site.
- All employees engaged in hot work.
- All store men.
- All persons involved in re-fuelling.
- All persons handling flammable substances.

The fire extinguisher inspection register, the inspection methodology and the letter of appointment of the competent inspector shall be included in the H&S Plan.

C3.6.33 Live Energy Work

Where live energy work (electrical-, chemical-, pneumatic-, hydraulic-, gravity and or kinetic energy) will be done, a competent person shall be appointed.

Where live energy work is planned, the H&S Plan shall include:

Proof of competency and signed letters of appointment of the responsible person.

The 'dangerous work, method statement' and its interface with the KLM and relevant documents.

A Zero Potential, Energy-Purge, Lock Out and Tag Out method statement.

The method statement shall apply at all times.

C3.6.34 Work in Confined Spaces

Confined space work shall not be performed unless defined through a Specific Construction H&S Specification.

Where confined space work is performed, the contractor shall interface with the Public Health Directorate in order to establish dangerous work permission; such interface shall be documented in the H&S Plan.

A method statement and issue-based risk assessment for all confined space work must be presented in the H&S Plan or prior to such work starting.

Elevated Work [Fall Protection and Work on Heights]

The Principal Contractor shall submit the name and proof of competency of the competent person who has been appointed to prepare a fall protection plan, in terms of the CR, together with the signed letter of appointment, in the H&S Plan.

The fall protection plan shall strictly comply with the requirements of the OHS Act. Besides the legal requirements, the plan shall include:

A method statement and risk assessment of all work at heights or work with a risk of falling.

All risk controls and method statement relevant to heights work.

Fall prevention methods applicable to the project.

Fall arrest methods applicable to the project.

Fall recovery method applicable to the project.

Attachment methods and points and the management thereof.

The method to ensure that employees working at heights present is fit for heights-duty

The contractor shall ensure that:

All heights work is planned. Its risks are assessed, and all heights work forms part of the daily safe task instructions.

Only trained and competent persons with a valid medical certificate of fitness are permitted to work on heights.

All medical certificates of fitness for heights work are issued by a registered occupational medical practitioner and are included in the H&S Plan.

All elevated areas are reached by means of a ladder, scaffold or man cage; and climbing on machinery, installations or make-shift means of access is not permitted; where work, with a risk of falling, is to be performed from structures other than ladders, scaffolds or a man cage, such work will be documented in a method statement, which must be approved by the Public Health Directorate

No persons are allowed to work under an area where there is a risk of falling tools or materials.

All openings through which persons can fall are closed off with material which can support the weight of a person; such material shall be permanently fixed over the opening; where such openings are present, clear signs will indicate this at all access points.

Where openings cannot be closed, a sturdy barricade of at least 1.5 m high, which adequately prevents persons from falling through the opening (withstands 2kN force), shall be in place at all times.

A copy of the fall protection plan, the signed appointment letter and proof of competency must be included in the H&S Plan.

Where elevated work is performed in production areas or where the elevated work may affect the KLM 's employees, visitors or stakeholders, the contractor shall interface with the Public Health Directorate in order to establish dangerous work permission; such interface will be documented in the H&S Plan.

No contractor shall access any of the existing KLM properties sheeted roofs unless defined through a Specific Construction H&S Specification.

No work on existing KLM buildings, including windows, roofs, stacks, shall be performed unless defined through a Specific Construction H&S Specification issued by the Public Health Directorate.

Where the use of harnesses is indicated in the fall protection plan, the H&S Plan shall contain the following:

The need for the use of fall prevention-or fall arrest harnesses; [double lanyard type)

The safe application, attachment, and maintenance processes for harnesses.

The type of hook to be used and the attachment points applicable to the heights work.

The method of storing the harnesses when not in use.

The method and register for the safety inspection of harnesses.

Where a fall-risk is identified in work requiring access to roofs or free-standing structures with a residual fall risk, a lifeline will be made available and used at all times; the lifeline will be designed and erected by a competent person appointed in writing; a lifeline inspection method and record will be included in the H&S Plan.

C3.6.35 Ladders

Ladders shall be compliant with statutory requirements.

Ladders shall only be used for the purpose for which they are designed.

Ladders shall be inspected regularly, and the record of the inspection shall be kept in the H&S file.

A-frame ladders shall have a patent spreader bar system.

Ladders shall extend at least 1 metre above any level or opening accessed with the ladder.

No ladders shall be accessed by any person unless held in place by a fixed installation or a buddy.

C3.6.36 Excavation Work

The Principal Contractor shall submit the name and proof of competency of the competent person who has been appointed to supervise all excavation work, in terms of the CR.

Should the opinion of a professional Employer or professional technologist be sought, in terms of the CR, the Principal Contractor shall submit the name and the curriculum vitae of the said professional.

Proof of competency and the appointment letters must form part of the H&S Plan.

The records of the inspections contemplated in the CR shall be maintained in the H&S File; a template of the register shall be included in the H&S Plan.

The Principal Contractor shall make provision in his tender for all shoring, dewatering or drainage of any excavation unless otherwise stipulated in the Contract.

The Principal Contractor shall make sure that:

The excavations are inspected before the shift starts and that a record is kept; the record template shall be included in the H&S Plan.

There are no unguarded excavations, regardless of depth.

Guarding of excavation must be of solid and sturdy material so as to prevent persons from falling into the excavation; barrier tape alone is not sufficient.

No person is allowed to work in or near an excavation which has any instability that is not adequately protected, shored or braced.

No load, material, plant, or equipment is placed or moved near the edge of any excavation where it is likely to collapse or endanger the safety of any person – spoil to be moved back minimum of 1m.

Safe means of access and exiting is provided at every excavation.

Any open excavation is backfilled at the end of each shift, unless a method statement managing open excavations is included in the H&S plan. Such method statement shall be assessed and approved by the Public Health Directorate

Detailed method statements and risk assessments, including but not limited to depth of excavation, anticipated stability, battering, shoring, bracing, length of excavation, proximity to the public and duration of exposure shall be included in the H&S Plan.

Where excavation work may interface with existing services; surface-, below-ground- or aerial- services, method statements and risk assessments shall include the location-, exposure- and rendering safe of such services; method statements and risk assessments shall also include work above or underneath such services.

C3.6.37 Explosives and Blasting

The Principal Contractor shall ensure that the use of explosives and blasting (where required) be undertaken by a competent specialist contractor, with proven track record in the type of work to be performed.

The letter of appointment and proof of competency must be included in the H&S Plan.

A method statement and risk assessment encompassing all processes of working with explosives, blasting and potential blasting nonconformities shall be included in the H&S Plan.

No use of explosives or blasting shall be planned unless such need and the applicable conditions are defined through a Specific Construction H&S Specification issued by the Public Health Directorate.

C3.6.38 Demolition Work

Demolition must be addressed through the method statement and risk assessment process and, both of which must be included in the H&S Plan.

The method statement must include the Employer survey, where applicable, and shall be approved in writing by the KLM-appointed designer (Employer) or another person appointed by the KLM, its agent, or the Public Health Directorate.

The H&S Plan must document the name, signed letter of appointment and competency of the competent person who has been appointed to supervise all demolition work.

The Principal Contractor shall ensure that demolition work complies with the CR at all times.

Safe work instructions for employees working on demolition must be documented in the H&S Plan.

No demolition work shall be performed unless defined through a Specific Demolition H&S Specification.

Demolished materials, which are not used on site, must be removed off site within the shorted delay. The staging, removal and disposal activities and procedures must be covered in a Work Instruction (WI) that will include the separation methodology and disposal medium and is to be recorded, ensuring a cradle to grave compliance of all demolished materials. Such activities shall be referenced in the Waste Management Method Statement

C3.6.39 Electrical Installations and Machinery

All electrical installations and cables shall be deemed to be "alive" and, where applicable, the Principal Contractor shall take adequate steps to ensure that employees, including the KLM employees and members of the public are prevented from accessing any electrical cables and equipment.

The Principal Contractor shall not allow or permit any of his personnel to work on or manhandle any electrical reticulation equipment (Distribution Boards, transformers, Switchgear etc.), unless explicitly authorised by the KLM or the Public Health Directorate.

Where work is performed on existing structures or where work is performed in production areas or where the work may affect the KLM employees, visitors or stakeholders, the principal contractor shall communicate with the Public Health Directorate and plan all electrical work prior to any work on the KLM electrical reticulations starting.

Such planning shall be documented in a method statement and risk assessment and included in the H&S Plan.

The Principal Contractor shall appoint a competent person to identify and inspect all exposed underground cables, overhead cables and any electrical installations such as transformers or distribution boxes, to ensure that these are not a hazard to employees or to members of the public. The competent person shall inspect all temporary electrical installations and machinery at least once a week and recorded in a register.

The letters of appointment, proof of competency and registers applicable to these inspections shall be included in the H&S Plan.

The principal Contractor shall ensure that all electrical testing equipment to be used on the KLM site has a valid calibration certificate and that a calibration sticker is affixed to the equipment, clearly indicating the calibration date and the next due date.

Any unsafe condition shall be reported immediately to the Public Health Directorate and the Principal Contractor shall take immediate steps to prevent employees or members of the public from gaining access to the dangerous installation and the area surrounding it.

No live electrical work shall be performed unless defined through a Specific Construction H&S Specification.

Where live electrical work is to be performed in a KLM production area or potentially affecting the production areas or where the work may affect the KLM employees, visitors or stakeholders, the contractor shall interface with the Public Health Directorate in order to establish work permission.

Where the need arises to de-energise plant & equipment, permission for the de-energisation of energy sources and lock out requirements shall be obtained via the Public Health Directorate or project Employer in order to establish work permission and permit controls; such interface will be documented in the H&S Plan.

The Principal Contractor shall appoint a competent person to inspect all portable electrical tools, including leads. No electrical extension leads or fixed machinery to be used during the project work, shall be allowed to have any joined leads.

The letter of appointment and template of the inspection register shall be included in the H&S Plan.

The Principal Contractor shall include a method statement for the safe use of portable electrical tools, including the management of the hazards of extension leads.

All portable electrical equipment must be on a register and be inspected monthly by a SHE Representative. Identify and record all portable electrical equipment in a register.

Ensure that regular checks are carried out according to the requirements of the equipment usage.

The frequency must, depending on circumstances, be determined by a competent person to ensure maximum safety.

The user is responsible that all identified defects of electrical equipment are reported.

Remove faulty portable electric equipment from use.

Determine the frequency of polarity tests and, depending on circumstances, be determined by a competent person to ensure maximum safety

Where temporary installations are installed, including those in the site office or employee facilities, a COC for these installations shall be included in the H&S File.

Where applicable, the contractor shall include a method statement covering dangerous work w.r.t electrical installations and include it in the H&S Plan.

Where applicable, the contractor shall include a zero Potential, Lock Out and Tag-Out method statement and safe work instruction(s) in the H&S Plan.

C3.6.40 Form work and Support work

The Principal Contractor shall submit the appointment letter of the competent person(s) appointed to supervise all formwork and support work operations in terms of the CR; the H&S Plan must include the signed letters of appointment and the proof of competency.

The H&S Plan shall include a comprehensive method statement ensuring health and safety controls, of all risks assessed i.r.o the erection and removal of form work and support work and with the concrete casting of the structures.

The Principal Contractor shall ensure that all formwork and support work complies with the requirements of the OHS Act and Regulations. [Method statement and issue-based risk assessment shall be generated prior to activities commencing].

Form work designers, supervisors, erectors and inspectors must be formally trained and certified competent.

Support work must be clearly tagged with safety signage and inspected prior to load bearing and daily thereafter.

Inspections of support work must be documented in a register; a template of the register shall be included in the H&S Plan.

All Support structures must be differentiated from scaffolds; where access is required, such access must be means of a ladder only.

Formwork and support work erectors working at heights must attach a fall prevention harness at all times to safe structures, or plant where appropriate; the double lanyards must be fitted with safe and sufficient strength hooks [steel line hook (small) or scaffold line hook (large), allowing it to be attachment to a point of anchorage. Where such anchorage is not available, anchorage points shall be made available, and lifelines erected when and where necessary.

The H&S Plan shall include the safe work instruction applicable to all employees working on form work and support work and the method of ensuring competency.

C3.6.41 Scaffolding [Accessing and Descending Scaffolding / SUSPENDED SCAFFOLDING]

The Principal Contractor shall submit the appointment letter of the competent person(s) appointed to supervise all scaffolding operations, in terms of the CR; the H&S Plan must include the signed letters of appointment and the proof of competency.

The H&S Plan shall include a comprehensive method statement ensuring health and safety controls of all risks assessed with the erection, work on and removal of scaffolds.

The Principal Contractor shall ensure that all scaffolding complies with the requirements of the OHS Act and Regulations.

Scaffold erectors and inspectors must be formally trained and certified competent; such training must conform to the requirements of SANS 10085-1.

Scaffolds must be clearly tagged with safe access signage; scaffolds must be inspected daily prior to use and weekly by the scaffold inspector.

Inspections by the scaffold inspector must be documented on the scaffold tag and in a register; a template of the tag and of the register shall be included in the H&S Plan. Daily pre-start inspections of all scaffolds must be planned for in the H&S plan.

All scaffolds must only be accessed with a ladder fitted inside the scaffold and extending to at least 90 cm above the working surface.

All scaffold decks must be fitted with safety rails and toe-boards / kick-plates so as to prevent persons working there from falling through or off.

Scaffold erectors must attach a fall prevention harness at all times; the double lanyards must be fitted with scaffold hooks only

The H&S Plan shall include the safe work instruction applicable to all employees working on scaffolds and the method of ensuring competency.

C3.6.42 Piling Operations

The Principal Contractor shall ensure that piling, (where required) is undertaken by a competent specialist contractor, or a Contractor with proven record in the type of work to be performed.

Risk assessments, method statements and safe work instructions shall be submitted as part of the H&S Plan.

No piling activities shall be performed unless defined through a Specific Construction H&S Specification.

C3.6.43 Construction Plant, [including Rented / Hired Plant]

The Principal Contractor shall ensure that all construction vehicles and mobile and fixed plant, whether owned, rented or hired, complies with the requirements of the OHS Act and Regulations.

The Principal Contractor shall inspect and keep records of inspections of plant and equipment used on site. A template of the daily inspection record for each type of construction vehicle or mobile plant shall be included in the H&S Plan.

A method statement applicable to each type of construction plant, for which H&S risks were identified, shall be included in the H&S Plan, together with the contractor's procedure for ensuring that only employees who are competent in the safe use of the plant are using such plant.

Only competent and authorised / appointed persons with a valid medical certificate of fitness are to operate plant and machinery, under proper supervision. Competency of operators and medical fitness shall be documented individually for each operator accessing the work site.

Appropriate safety equipment and clothing shall be provided for the operators and maintained in good condition at all times.

The risks of access, egress, parking and on-site movement of construction vehicles and mobile plant and the corresponding method statement shall be included in the H&S plan of every project in which such vehicles and plant are used.

C3.6.44 Suspended Platforms

In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letters of:

- (i.) The competent person(s) appointed to supervise all suspended platform work operations.
- (ii.) The competent person who performs the performance tests.
- (iii.) The suspended platform erectors, operators, and inspectors.

The suspended platform operators, together with their medical certificate of fitness.

The H&S Plan shall include:

A copy of the certificate of system design.

The operational compliance plans.

Proof of submission of the above to the Department of Labour.

The inspection registers of the safety harness.

The inspection registers of the whole installation, including the performance test.

The inspection registers of the hoisting ropes, hooks, or other load-attaching devices.

The inspection registers of the daily inspection by the suspended platform Supervisor.

The method statement for safe use of the scaffold, including procedures dealing with emergencies, malfunctioning and the discovery of defects, and the isolation process of the scaffold when not in use.

C3.6.45 Material Hoists

With regard to material hoists and towers on construction sites, the Principal Contractor shall ensure he / she or their sub-contractors construct / erect such structures with materials that is technically and operationally of good standard, erected by experienced persons and operated by trained and competent persons.

In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letter of the competent person who performs the daily inspections on the material hoists.

The H&S Plan shall include the method statement for safe erection, use, inspection, maintenance and dismantling of the material hoist.

A template of the maintenance inspection register shall be included in the H&S Plan.

C3.6.46 Batch Plants

Batch plants shall be operated by trained persons and the Principal Contractor shall ensure that his / her or their sub-contractors batch plant operations are supervised by an appointed competent person.

In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letter of the batch plant supervisor.

The H&S Plan shall include the method statement for safe erection and dismantling of the plant, for safe batching, for safe maintenance and repair work to be done and the training material used to ensure operator competency in the H&S controls of the batch plant.

The Principal Contractor shall ensure that the placement of a batch plant is conducted in such a manner as not to present a safety risk to persons and erection to be performed as prescribed by the manufacturer to ensure safe operating conditions

The Principal Contractor shall ensure that appropriate controls and safety interlocking devices are installed on batch plants.

Placed in an easily accessible position; and

Constructed in such a manner as to prevent accidental starting.

The Principal Contractor shall ensure that all dangerous moving parts are adequately guarded and placed beyond the reach of persons by means of doors, covers or other similar preventative measures.

The Principal Contractor shall ensure that no employee, sub-contractor employee or other persons remove or modify any guard or safety device

The H&S plan shall include a method statement and risk assessment of elevated work and fault finding-, maintenance- and repair work to the Batch Plants.

The Principal Contractor shall ensure that all lifting machines and lifting tackle used in the operation of a batch plant complies with the requirements of the Driven Machinery Regulations 18

The Principal Contractor shall ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres, when entering a silo, as contemplated in the Electrical Installation Regulations

A template register of installation, maintenance and repair shall be included in the H&S Plan.

The H&S Plan shall include the method statement for entry and work in the confined spaces of a batch plant, where applicable

C3.6.47 Explosive Powered Tools

No explosive powered tool shall be used by The Principal Contractor unless persons making use thereof is provided with and uses suitable protective equipment; and is adequately trained in the operation, maintenance and use of such a tool.

In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letter of the person in charge of explosive powered tools and of the person in charge of the issuing and collection of cartridges and nails.

The H&S Plan shall include the Work Instruction (WI) for the safe use of explosive powered tools, including the type of PPE, barricading, and warning notice which the contractor intends to use and the method of accounting for cartridges and nails.

The H&S Plan shall include proof of training and competency of all operators using explosive powered tools.

A template inspection register of the explosive powered tools shall be included in the H&S Plan.

A template record for the issuing and collection of cartridges and nails shall be included in the H&S Plan.

C3.6.48 Cranes [Mobile]

The H&S Plan shall include the method statement for safe use of the crane, including the method of communication, the protection of fall zones and the method of determining whether the weather permits safe crane work of which shall also be reflected in the risk assessment

In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letter of competency:

The registered person/s testing and certifying the crane.

The registered person/s testing and certifying the lifting gear.

The crane operator/s, as well as their medical certificate of fitness.

The H&S Plan shall include the method statement and risk assessment for the erection, maintenance, inspections and dismantling of the crane.

The crane's load test certificates shall be included in the H&S Plan.

All lifting gear used with the crane shall be identified and listed in a register contained in the H&S Plan.

A template inspection register of the lifting gear shall be included in the H&S Plan.

C3.6.49 Storage and use of flammable liquids

Where work is done on a construction site or where the work may affect KLM employees, visitors or stakeholders, the contractor shall interface with the Public Health Directorate before flammable liquids may be brought on site.

The Principal Contractor shall ensure that where flammable liquids are being used, applied, or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard.

Dangerous work permission shall be obtained where applicable and defined in a specific H&S specification.

Should flammable substance need to be stored on the construction site, a flammable store or cabinet approved by the Municipal Chief Fire Officer must be used, and no flammable liquids shall be stored outside this facility; no other materials shall be stored in the flammable store or cabinet.

The H&S Plan shall include a method statement detailing the safe use, storage, decanting, and spill controls for all flammable liquids used or stored on site.

The H&S Plan shall include the appointment and proof of competency of the persons controlling the use, storage, decanting, and spill controls of all flammable liquids used or stored on site

C3.6.50 Hazardous Chemical Substances

Where hazardous chemical substances are used, the contractor shall ensure that:

All MSDS are included in the H&S Plan.

The safe use, storage, decanting, labelling, transport, emergency procedures and safe disposal of hazardous substances are addressed in a method statement included in the H&S Plan.

Proof of competency and signed letters of appointment of the person responsible for chemical handling, is included in the H&S Plan.

A hazardous chemical substance intended to be applied on site during the project (i.e., after approval of the H&S Plan) shall be subject to a method statement and issue-based risk assessment, which must be presented to the Public Health Directorate for approval prior to the substance being introduced on site.

Water Environments [Work in Proximity of Water]

The Principal Contractor shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.

The hazards and risks identified in the base line risk assessment, the Principal Contractor shall document a method statement and issue-based risk assessment for work in the proximity of water, in the H&S Plan.

The method statement shall include preventative safety measures and environmental controls to prevent pollution, as well as corrective measures in case of an accidental spill.

CONTENTS AND NUMBERING SYSTEM FOR THE HEALTH AND SAFETY PLAN

| No | Content | | Approved Yes No |
|-----------|---|------|---|
| 1 | Index to H&S Plan / File | | |
| 2 | Scope of Work | | |
| 3 | Notification to Commence Construction Work | | Current |
| 4 | H&S Agreement (S37(2)) | | Signed |
| 5 | Letter of Good Standing | | Current |
| 6 | H&S Budget | | |
| 7 | H&S Plan | 7.1 | Refer H&S Specification |
| | | 7.2 | Fall Protection Plan |
| | | 7.3 | Environmental Management Plan ("Process" Waste management / Spillage Control / Disposal certificates) |
| 8 | Hazard Identification Risk Assessment & Applicable Method Statement | 8.1 | Baseline Risk Assessment |
| | | 8.2 | Issue Based Risk Assessment |
| | | 8.3 | Risk Register |
| 9 | Emergency Plan & Response | | |
| 10 | H&S Policy | | Signed |
| 11 | Organisational Chart | | |
| 12 | Appointments | 12.1 | Signed |
| 13 | Medical Certificates | 13.1 | Mobile Plant & Equipment |
| | | 13.2 | Working in Elevated Positions |
| | | 13.3 | Confined Space Entry |
| 14 | Training & Competency Management | 14.1 | CV's |
| | | 14.2 | Competency Certificates |
| | | 14.3 | Induction |
| | | 14.4 | Safety / Toolbox Talks |
| | | 14.5 | Safety Awareness Posters |
| 15 | Accident / Incident Management including First Aid Facilities | 15.1 | Section 24 Procedure – Annexure.1 & WCL.2 |
| | | 15.2 | Injury recording |
| | | 15.3 | Incident investigation |
| | | 15.4 | Noncompliance reporting |
| | | 15.5 | Preventative & corrective actions |
| 16 | Construction Plant, Machinery & Equipment Management | | Vehicles / Mobile Crane / Skyjacks & Material Hoist / Compactors / TLB's, Batch Plants etc. |
| 17 | Access, Traffic Control & Public Safety Management | 17.1 | Security |
| | | 17.2 | Employee / Visitors / Public |
| | | 17.3 | Vehicular |

| No | Content | | Approved Yes No | |
|----|--|-------|---|--|
| 18 | Hazardous & Flammable Substance Management | 18.1 | MSDS | |
| | | 18.2 | Storage | |
| | | 18.3 | Demarcation | |
| | | 18.4 | Signage | |
| | | 18.5 | Handling & Decanting | |
| | | 18.6 | Disposal | |
| 19 | Hazardous & Dangerous Work Management & Control | 19.1 | Confined Spaces | |
| | | 19.2 | Demolition Work | |
| | | 19.3 | Electrical Installations, Equipment & Machinery | |
| | | 19.4 | Explosives & Blasting | |
| | | 19.5 | Explosive Powered Tools | |
| | | 19.6 | Excavation / Trenching | |
| | | 19.7 | Energy Sources & Lockout | |
| | | 19.8 | Elevated Working @ Heights | |
| | | 19.9 | Formwork & Support Work | |
| | | 19.10 | Hot Work | |
| | | 19.11 | Hazardous Chemical Substances | |
| | | 19.12 | Moving Equipment | |
| | | 19.13 | Piling | |
| | | 19.14 | Scaffolding | |
| | | 19.15 | Suspended Platforms | |
| | | 19.16 | Welding / Cutting & Grinding | |
| | | 19.17 | Water Environments | |
| 20 | Facilities Management (male / female) | 20.1 | Washing | |
| | | 20.2 | Sanitary | |
| | | 20.3 | Change room | |
| | | 20.4 | Sheltered Eating | |
| | | 20.5 | Accommodation / Transportation | |
| 21 | PPE Management | 21.1 | PPE Needs Analysis | |
| | | 21.2 | PPE Issue | |
| 22 | Contractor Management | 22.1 | H&S Agreement (S37(2) (signed) | |
| | | 22.2 | Appointments (signed) | |
| 23 | H&S Committee | | | |
| 24 | Work Procedures | | | |
| 25 | Work Instructions | | | |
| 26 | Audits & Inspections | | Internal & External | |
| 27 | Record Keeping Management | | Completed Audit / Inspections / Registers / Checklists | |

KOUGA LOCAL MUNICIPALITY

CONTRACT NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

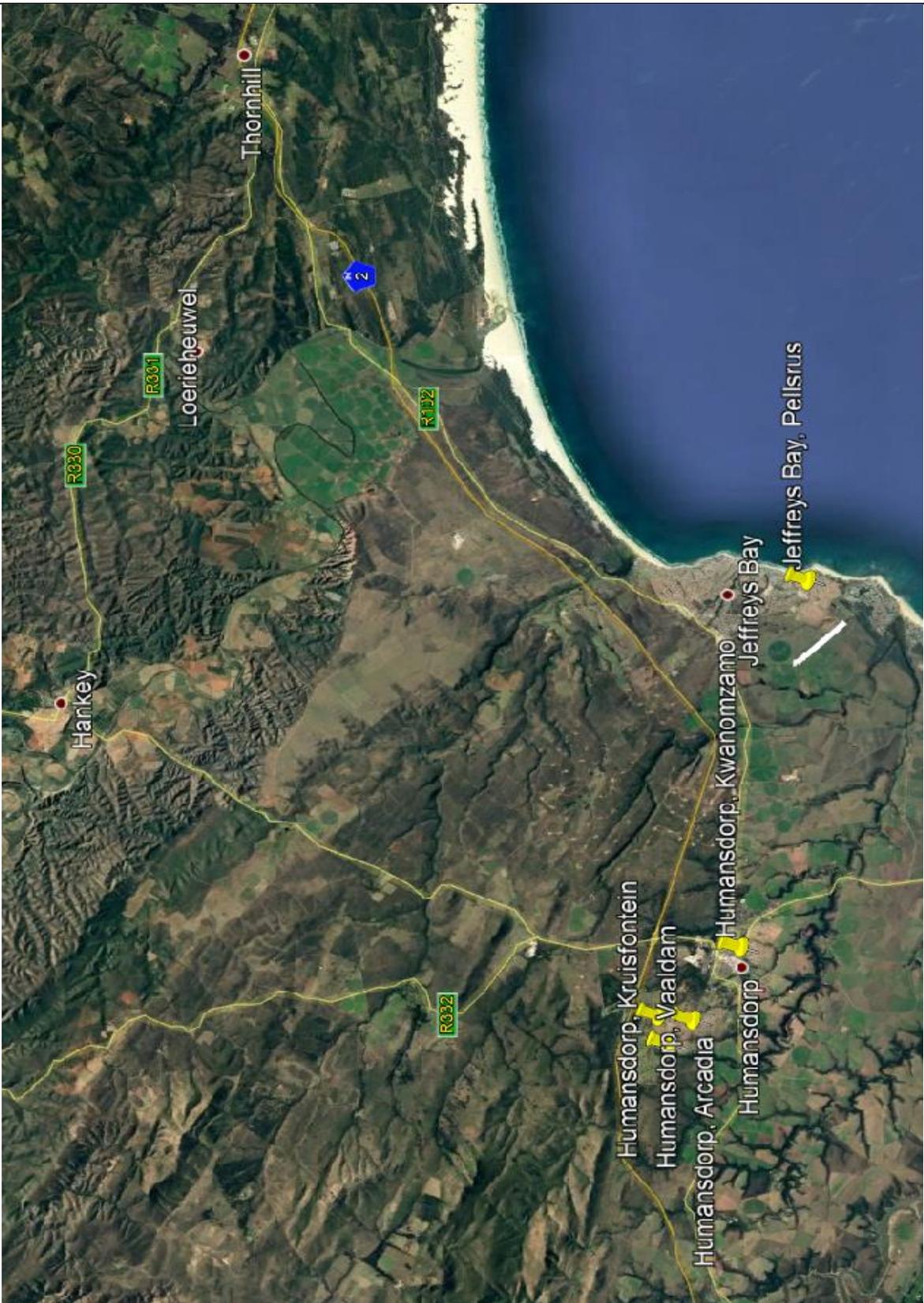
C3.7 Annexes

CONTENTS

ANNEXURE 1: SITE LOCALITY PLAN

ANNEXURE 2 : PARTICULAR SPECIFICATIONS FOR RESEALING OF ROADS

ANNEXURE 3: PEDESTRAIN CROSSING AND SPEED HUMP DETAIL



KOUGA LOCAL MUNICIPALITY
 BID NO. XX/2022
 RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

ANNEXURE 1: SITE LOCALITY PLAN

ANNEXURE 2: RESEALING OF ROADS SPECIFICATION

1. SCOPE

- (I) The specification covers the cleaning, preparation and repair of road and street surfaces and the subsequent applications of Bitumen Emulsion Slurry Seal, Cape Seal or Hot-mix Asphalt:
- (II) Fine Aggregate Slurry Seal using – 4,75mm aggregate with 11% (plus or minus 1%) residual bitumen content at a spread rate to be determined on site.
- (III) Coarse Aggregate Slurry Seal using – 9,5mm aggregate with 11% (plus or minus 1%) residual bitumen content at a spread rate to be determined on site.
- (IV) Continuously graded medium Type IVa hot premix surfacing using 60/70 pen grade bitumen at 25mm thickness
- (V) 13mm Aggregate and fine slurry- binder 65% spray grade cationic emulsion

2. WORK TO BE DONE

The work to be done includes the furnishing of all materials, plant, labour, and equipment required to.

Clean abnormal debris and overgrown vegetation along the road verge/edge.
Removal of above to approved dump waste site; sweeping of road surfaces, the spraying of herbicide along the road edge/verge; road repairs e.g., crack sealing, pothole and surface repair mixing and application of bitumen emulsion seal and or bitumen overlay on streets and main roads within the environs of the Kouga Municipality.

3. QUANTITIES

This tender is for the total requirements of the Kouga Municipality and the successful tenderer will be bound to supply whatever quantity the Kouga Municipality may actually order during the period of the contract.

The Kouga Municipality does not bind itself to accept excess stocks held by suppliers at the end of the contract period.

4. ACCOMMODATION OF TRAFFIC

The Contractor shall so arrange and conduct his operations as to cause the least possible inconvenience to public traffic either by road or sidewalk.

During the period of construction of the works, the contractor shall be responsible for the safe and easy passage of pedestrians, animal-drawn traffic, and vehicular traffic, through or over all sections of public and private roads and access to premises which may be interfered with by his operations.

The Contractor shall at his own expense provide flagmen and watchmen and shall further provide, erect and maintain such directional and danger signs, barriers and lights, all as may be required by law or the Chief Traffic Officer or by the Municipal Manager.

Nothing contained herein shall be construed as relieving the Contractor in any manner or degree of the responsibility and obligation of ensuring the safety of the public.

Under certain special circumstances the Municipal Manager may, after consultations with the Traffic Department, permit the Contractor to close a road to through the traffic or to partially close a road so that traffic may proceed in one direction only. If the Municipal Manager's permission is obtained, the contractor shall agree with the Municipal Manager on the approximate date on which such road is to be closed or partially closed. The Municipal Manager will then arrange to have a notice of the Kouga Municipality's intention to close or partially close the road, inserted in the local newspapers, stating the exact date on which traffic on such road will be interfered with. The Contractor shall close or partially close the road and commence operations in such road on the date stated in the public notice and at a time determined by the Municipal Manager.

Where a road will be interfered with or partially obstructed by the Contractor's operations, but will not be closed to traffic, the Contractor shall give at least seven (7) days' notice to the Municipal Manager, and the Chief Traffic Officer of the date on which his operations in such road are to commence. The Municipal Manager will decide on the width of the roadway or access which is to be kept clear and the Contractor shall ensure that such clear width is not obstructed by his plant, spoil, rubbish, or materials of any description. Where spoil has become spread over the clear roadway, it shall immediately be replaced on the main heaps.

Spoil shall be placed so as not to interfere with the drainage of the road surface. An adequate footway must be kept clear at all times.

5. **PLANT**

The plant, equipment and tools to be used by the Contractor in the execution of the works shall be of good quality, should design and modern manufacture of such a type and character as will afford proper facilities for carrying out the work required expeditiously and in a workmanlike manner and shall be maintained in a state of efficiency and shall be suitable for the purpose for which it is to be used.

MIXER FOR SLURRY SEAL: A mixer of an approved type shall be provided for the mixing of slurry seal. Each mixer shall be permanently numbered, and a mix design shall be provided for each mixer to be used on site. Containers to be used in the mixing process shall be of standard size and shall be clearly marked. The mixer shall be of such capacity that the programmed output is achieved and shall be equipped with mass or volume measuring devices capable of controlling, with acceptable accuracy, the proportions of each constituent of the mix.

The paddles of the mixer shall be so designed as to ensure complete blending of the constituents of the slurry. Use of a continuous mixer will not be allowed.

The engineer shall have the right at any time during the progress of the contract to inspect and test the plant, equipment and tools as to the efficiency and suitability and shall have the power to order any of the plant which he considers inefficient and unsuitable, to be rejected and removed from site. Such plant shall be removed immediately, and efficient and suitable plant shall be substituted by the contractor at his own expense on receipt of such order. The contractor shall ensure that all safety requirements are strictly adhere to at all times.

6. **MATERIALS: Slurry Seal**

(I) Bitumen Emulsion

The emulsified bitumen shall be of the cationic stable-mix grade and shall conform to the requirements of SABS 548 – 1972.

The bitumen used for the manufacture of the emulsion shall comply with the requirements of SABS 307 – Bitumen Road Cements.

(II) Aggregate

The aggregate used in the mixing of the slurry shall consist of clean crushed stone fines and having the grading listed below. If the fraction passing the 0,075 sieve is insufficient, a proportion of mineral filler such as Portland Cement shall be added in the proportion of 0, 5% to 2, 0% of the dry weight of the aggregate and the combined aggregate shall then have a grading within the following limits:

Percentage Passing

| Sieve Size (mm) | Fine Aggregate | Coarse Aggregate |
|-----------------|---------------------|------------------|
| 9, 5 | 100 | |
| 6, 7 | 96 – 100 | |
| 4, 75 | 100 | |
| 2, 36 | 85 - 100 74 - 95 | 64 - 80 |
| 1, 180 | 58 - 74 | 48 - 60 |
| 0,600 | 43 - 56 | 38 - 44 |
| 0,300 | 30 - 41 | 25 - 32 |

| | | |
|-------|---------|---------|
| 0,150 | 23 - 30 | 19 - 24 |
| 0,075 | 17 - 23 | 14 - 20 |

The Contractor may obtain material from any source of supply provided that test results show the material to be satisfactory and the written authority of the Engineer is first obtained. The Engineer may request the submission of samples by the Contractor and at the Contractor's expense, of the material the contractor intends using, for testing by an independent laboratory.

The Engineer may from time to time instruct the contractor to submit further samples from approved sources of supply in order to ensure that the quality of the material from such sources is still up to standard. The Engineer may instruct the contractor to cease obtaining material from any source of supply which is no longer considered satisfactory by the Engineer.

Regular tests on the material and the mixed slurry will be carried out by the Engineer and he may instruct that any material or slurry not considered satisfactory, be replaced with satisfactory material or slurry at the contractor's expense.

(III) Mineral Filler

The mineral filler used shall consist of Portland cement conforming to SABS 471.

(IV) Water

Potable water shall be used in the mix.

7. **MIXING AND SPREADING**

The bitumen emulsion slurry shall consist of a mixture of emulsified bitumen, crushed stone aggregate, mineral filler, and water correctly proportioned and mixed. The slurry shall be applied to produce a total uniform coverage of not less than 150 square metres per cubic metre for Fine Slurry Seal and not less than 80 square metres for Coarse Slurry Seal. The actual spread rate shall be determined on site as it will vary from road to road. The existing stone texture shall not be visible through the dried slurry.

After the slurry has dried out and cured, it shall present a uniform appearance, have a skid-resistant texture, and adhere firmly to the surface that has been sealed.

Provision must be made for the dampening the road surface ahead of the slurry application.

8. **PREPARATION OF ROAD SURFACE**

The surface to be treated shall be thoroughly cleaned before any slurry is spread thereon. All loose stone chippings, sand, debris, vegetation, etc., shall be removed.

An item has been included to allow for the cleaning of and removal from site of abnormal debris, which shall be ordered and agreed upon, in writing, by the Engineer or his representative.

The contractor shall spray, at his own expense, all grasses, and weeds within the area to be slurred with an approved herbicide. This shall be applied at least 1 week before the slurry operation.

9. **PROTECTION OF EXISTING SERVICES**

Manhole covers, other services cover, kerbs and channels shall be protected by adhesive paper or other suitable means, and this shall be removed when the slurry has set. The Contractor shall be required to locate and clean all of the above-mentioned services on completion of the work, to the satisfaction of the Engineer

10. **APPLICATION OF SLURRY**

The road surface shall be lightly dampened with a fine spray of water immediately ahead of the work.

The slurry mix shall be discharged onto the surface in a creamy homogenous consistency and shall roll smoothly in a continuous mass in front of the squeegee blades. As far as possible, the spreading operation shall continue without stopping. Care shall be taken to obtain smooth joints.

The squeegee team shall ensure that all bare patches are covered and that any thick accumulations of slurry are levelled off or removed immediately. Patching shall be done immediately with slurry from the same batch in order to obtain a uniform colour.

Longitudinal joints shall be carefully overlapped to avoid lean strips which shall immediately be rectified if necessary. Edges of slurry surfacing shall present clean straight lines along the line of kerbs, channels, or edges of the road.

11. **PROTECTION OF SLURRIED SURFACES**

Traffic shall be kept off the slurred surface until the slurry has cured to the stage at which there will be no pick-up under traffic. The contractor shall provide and maintain sufficient "road closed" boards and other signboards together with an adequate supply of beacons and flagmen for this purpose.

No barricades shall be permitted to remain in any road after official lighting-up time unless adequately lighted with watchmen in attendance.

12. **MEASUREMENT AND PAYMENT**

The unit of measurement for the Fine and Coarse Slurry shall be taken as square metres (m²) of slurry mixed and spread.

The tendered rate per square metre of slurry seal shall include for the supply of all materials, plant, transport and labour for the preparation of the road surface and the supply and application of herbicide, for the mixing and spreading of the slurry, for the provision of signboards and guide beacons and flagmen and for every other operation implied in the clauses of this specification.

13. **PROTECTION OF MATERIAL STOCKPILE AND PLANT STORAGE AREAS**

The contractor shall make application to the Engineer for the approved material stockpile and plant storage areas. Storage areas shall be left in a similar condition or to that prior to the commencement of the contract. All loose stones shall be raked up and bitumen and diesel spills cleaned to the satisfaction of the Engineer.

14. **POTHOLE REPAIR**

a) Method and Procedure

Remove existing material to a minimum depth of 150mm below existing road surface in a rectangular pattern Sweep area to be primed with a bass broom and remove any loose material, and fill hole with G4 natural gravel up to 50 mm from top and compact.

Prime the prepared area including the vertical edges of the existing surface as follows: If very dry, slightly dampen area to be primed

- Use block brush to apply Cationic 60% Spray Grade Emulsion on bottom, sides and 100mm around existing top surface
- Place hot asphalt (Type IV A mix) to approximately 10mm above the existing surface and compact to conform to the level of the existing road surface.
- Add asphalt and compact where low spots occur
- Cart spoil to designated tip site

b) Measurement and Payment

Pothole Repair Square Metre (m²)

The unit of measurement shall be a square meter of pothole repaired

The tendered rate shall include full compensation for all Preliminary and General items, Site establishment, labour, plant and equipment, handling and transport, providing all material, demarcation, excavating in all types of materials, backfilling and compacting to specification, prime and surface reinstatement according to specification and disposal of spoil material to designated tip site.

15. **SURFACE REPAIR.**

a) Method and Procedure

- All excavations shall be rectangular and neat along the lines demarcated by the Engineer
- The existing surface shall be removed to a depth of 50mm
- The exposed area shall be brushed and cleaned of all loose material
- The exposed and vertical cutting faces shall be primed with Cationic 60% Spray Grade Emulsion and 100mm around existing top surface

- Hot asphalt (Type IV A) shall be placed and compacted to conform with the level of the existing road surface
- Cart spoils to designated tip site.

b) Measurement and Payment

- 1) Surface repair Square Metre (m²)

The unit of measurement shall be a square metre of surface repair done

- 2) The tendered rate shall include full compensation for all Preliminary and General items, Site establishment, labour, plant and equipment, handling and transport, providing all materials, demarcation, excavating in all types of material, backfilling and compacting to specification, prime and surface reinstatement according to specification and disposal of spoil material at a designated tip site.

Work in restricted areas as well as other incidentals for executing the work as specified shall also be deemed to be included in the tendered rates.

16. **CAPE SEAL**

RATES OF APPLICATION

The nominal rates of application to be used are as follows:

| <u>Type of Seal</u> | <u>Hot binder spray rate</u> (litres per m ²) | <u>Aggregate</u> (m ³ per m ²) |
|--|--|--|
| <u>Fog spray</u> Comprising Cat. 65% water | 1,0 | Emulsion diluted with 30% |
| <u>Cape Seal</u> 13,2mm Aggregate | - | 0,008 |
| Tack coat (bottom) | 1,3 | - |

Plus, Fog Spray as above (to be included in rate/m²)

Plus, Fine Slurry

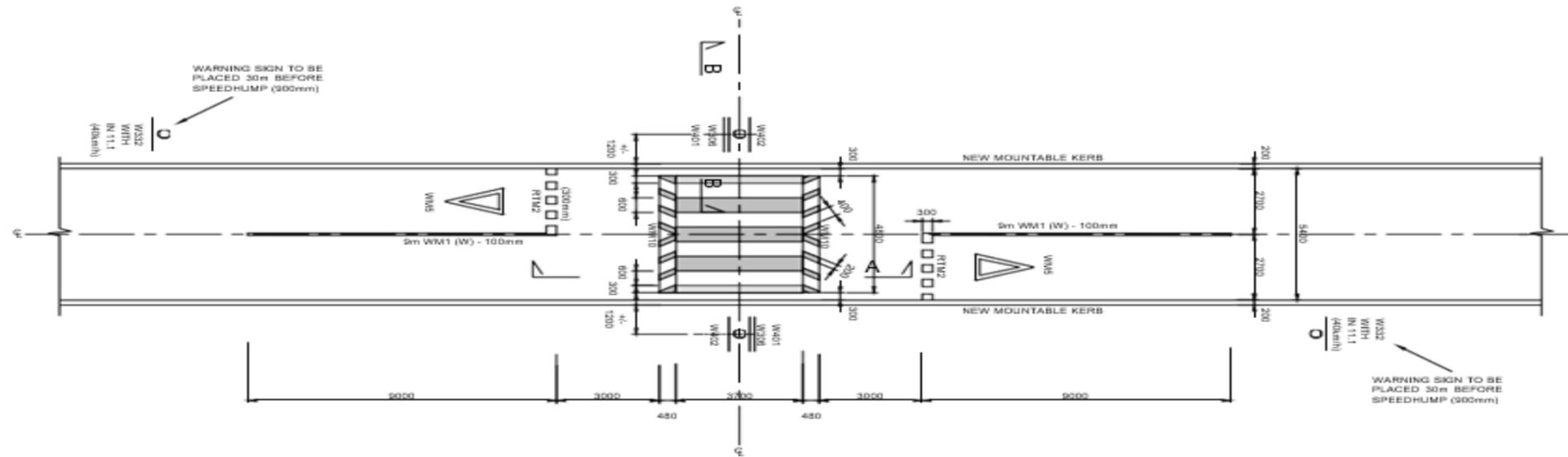
The tendered rate shall include full compensation for all Preliminary and General items, Site establishment, labour, plant and equipment, handling and transport, providing all materials, demarcation, excavating in all types of material, backfilling and compacting to specification, prime and surface reinstatement according to specification and disposal of spoil material at a designated tip site.

Work in restricted areas as well as other incidentals for executing the work as specified shall also be deemed to be included in the tendered rates.

SPECIAL CONDITIONS

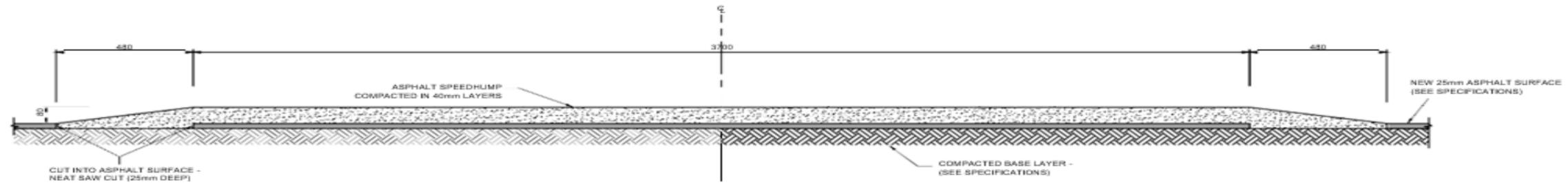
The successful bidder will be expected to do a trail section (length as agreed by bidder and client)

ANNEXURE 3: PEDSTRAIN CROSSING AND SPEED HUMP DETAIL



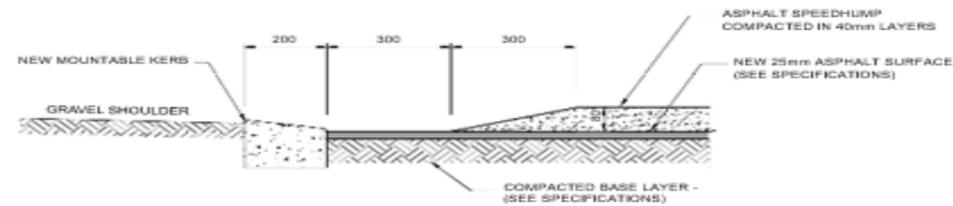
PEDESTRIAN CROSSING DETAIL

SCALE 1:100



SECTION A-A

SCALE 1:10



SECTION B-B

SCALE 1:10

DRWG-001 CONSTRUCTION DETAIL OF SPEED HUMPS AND PEDESTRAIN CROSSING

Part C4 : Site Information

| | Pages |
|---|--------------|
| C4.1 General Site information..... | 183 |

KOUGA LOCAL MUNICIPALITY

CONTRACT NO. 126/2022

RESEALING AND MAINTENANCE OF ROADS IN THE KOUGA AREA FOR A PERIOD OF THREE YEARS

C4.1 General Site Information

C4.1.1. SITE LOCATION AND ACCESS

C4.1.1.1. Location of The Site

The works are to be executed in the Kouga area.

C4.1.1.2. Access

Access to all towns and construction suites can be gained from the N2 National Freeway and various Municipal surfaced roads, crossing residential suburbs. Refer to Locality Maps bound into the set of drawings.

C4.1.1.3. General description

Safety during Construction processes are paramount, to avoid children access and playing at t/ near the construction areas and plant. Some of the residential areas are very poor, and incidents of petty crime may be high. Safety of Construction Plant and Workers are important and must therefore be secured by the Contractor.

C4.1.2. Climate

The site falls within the Eastern Cape Coastal region, which experiences moderate climate with winter rainfall and moderate to high temperatures in summer.

Temperature typically ranges between 5°C and 35°C although higher and lower extremes are possible. Relative humidity, 20-30% in summer to 100% in winter.

High wind conditions, with long periods of cloud cover and drizzle rain frequently occurs in the region.

C4.1.3. Disclaimer

The site information is provided in good faith for the Contractor's convenience as an indication of the conditions likely to be encountered. The Employer offers no guarantees regarding the information and the provision of such information shall not be regarded as in any way limiting or detracting from the Contractor's responsibilities in terms of the Contract.