

THIS TABLE SEEKS TO ASSIST THE BIDDERS IN COMPLETING THE TENDER DOCUMENT AND IN NO WAY ABSOLVES THE BIDDER FROM CHECKING HIS BID DOCUMENT

SECTION	TITLE	
T2.1.1	Returnable schedule required or to be used for acceptance or rejection of tender	
Form Number if Applicable	Description	Tick
	Tender Document completed in all respects	
	Registration with municipal database	
	Tenderer or its directors are not listed on the Register of Tender Defaulters	
	Tenderer has not abused the Supply Chain Management System of the Employer	
	Tenderer has not failed to perform on any previous contract with the Employer and has been given written notice to this effect	
	All individual items in the BOQ are clearly priced	
	Tender offer is signed?	
A.1	Proof of registration with Central Supplier Database attached?	
A.2	Contractor's B-BBEE compliance certificate or sworn affidavit	
A.3	CIDB certificate attached?	
A.4	Valid Tax Clearance Certificate containing a SARS Pin Code attached?	
A.5	MBD 4: Declaration of Interest (in the Service of the State) completed?	
A.6	MBD 5: Declaration for Procurement Above R10 Million (VAT) Included	
A.7	MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2017 completed?	
A.8	MBD 6.2: Declaration Certificate for Local Production and Content, Annexure C, D & E completed?	
A.9	MBD 8: Declaration of Bidder's Past Supply Chain Management Practices completed?	
A.10	MBD 9: Certificate of Independent Bid Determination completed?	
A.11	Confirmation that municipal rates and taxes are not behind by more than 90 days attached?	
A.12	Certificate of authority for signatory attached?	
A.13	Contractor's Health and Safety Declaration completed and signed?	
A.14	Letter of good standing with the Compensation Commissioner attached?	
A.15	Certificate of tenderer's visit to site or an attendance register, as applicable, has been completed and signed by the employer's representative or the tenderer?	
A.16	The Compulsory Enterprise Questionnaire has been completed?	
A.17	Certified copies of company registration certificate or id in case of a one-man concern attached?	
A.18	Latest three year financial statements	
SECTION	TITLE	
T2.1.2	Returnable schedules to be used for functionality evaluation	
Form Number if Applicable	Description	Tick

B.1	Completion Certificate or Final Approval Certificate and Appointment letter for each project claimed attached?	
B.2	Qualification certificates and CVs for the Site Agent attached?	
B.3	Qualification certificates and CVs for the Foreman attached?	
B.4	Construction Program attached?	
B.5	Plant and equipment data attached?	
B.6	Contractor's B-BBEE compliance certificate or sworn affidavit attached?	
SECTION	TITLE	
T2.1.3	Returnable documents to be supplied/completed as necessary or appropriate or for the completeness of the tender document	
Form Number if Applicable	Description	Tick
C.1	Record of addenda to tender document	
C.2	Resolution of board of directors to enter into consortia or joint ventures (as applicable)	
C.3	Joint venture (as applicable)	
C.4	Audited financial statements for the past three years if the tendered price is above R10 million inclusive of VAT	
SECTION	TITLE	
T2.1.4	Returnable schedules to be incorporated into the contract	
Form Number if Applicable	Description	Tick
D.1	Non-collusion affidavit to be executed by bidder and submitted with bid	
D.2	Amendments, qualifications and alternatives/alterations	
SECTION	TITLE	
T2.1.5	Other returnable schedules to be completed/filled/submitted by the successful tenderer which will be incorporated into the contract	
Form Number if Applicable	Description	Tick
E.1	Contractor's Health and Safety Plan	
E.2	Notification form in terms of the occupational health and safety act 1993, Construction Regulation 2003	
E.3	Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993.	

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THE TENDER

SUMMARY FOR TENDER OPENING PURPOSES

SUMMARY FOR TENDER OPENING PURPOSES

Name of Tenderer submitting the offer:

Tender amount (as stated in the Form of Offer): R.....

Details of contact person:

Name (Print):

Telephone No.: **Fax No.:**

E-mail:

Mobile Phone:

Notes to Tenderers:

- a. The information above must be transcribed from the completed forms within the document.
- b. In the event of conflict between the data provided in this summary and that given in the Offer, the latter will prevail.

Signature:
(Authorised person to sign on behalf of Tenderer)

Date:

PART T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

MBD 1: PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UMDONI MUNICIPALITY)					
BID NUMBER:	06/2022-MN-397/2021	CLOSING DATE:	25/11/2021	CLOSING TIME:	12h00
DESCRIPTION	Construction of Gumede Bridge in ward 16				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE QUOTATION BOX SITUATED AT <i>FINANCE DEPARTMENT</i>					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		DEPARTMENT	Technical	
CONTACT PERSON	Mr D. Nyathi		CONTACT PERSON	Mr S. Xulu	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	davidn@umdoni.gov.za		E-MAIL ADDRESS	sandilex@umdoni.gov.za	

PART B: TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
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.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
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 .
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE/PIN/CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
<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:.....

TENDER NOTICE AND INVITATION TO TENDER



UMDONI MUNICIPALITY THE J.E.W.E.L OF THE SOUTH COAST

INVITATION TO TENDER

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF GUMEDE BRIDGE IN WARD 16

TENDER No: 06/2022 MN: 397/2021

The Umdoni Municipality hereby invites tenders from suitably qualified and experienced contractors for the **CONSTRUCTION OF GUMEDE BRIDGE IN WARD 16**. The works which involve the reconstruction of Gumedede Bridge comprises the following:

0.17 Ha of site clearing, 294 m³ of topsoil removal, 439 m³ of subgrade construction compacted to 93% Mod AASHTO, 198 m³ of Subbase compacted to 93% Mod AASHTO, 190 m³ of Gravel wearing course compacted to 95% Mod AASHTO, Demolishing and disposal of existing bridge structure Casting of 9 no. of Ø300 mm auger piles, 7.1 m long x 6.1 m wide Bridge which comprise 2 barrels of 1.8 wide x 1.8 high portals and 1 barrel 2.4 wide x 1.8 high portals, 260 m² of concrete lined V-drains, 6 no. pipe culvert crossings, 116 m³ of gabions, 8 no. road signs

Only Tenderers who are registered with CIDB in a contractor grading of 5 CE or higher. Joint ventures are also eligible to tender provided every member of the joint venture is registered with the CIDB and combined grade of the joint venture calculated in accordance with the construction industry development regulations is equal to or higher than the applicable contractor grading. Tenderers will have proof of CIDB Registration by the closing date and time of this tender failing which the tender will be disqualified. Tenderers shall be registered on National Treasury's Central Supplier Database.

Tender documents together with drawings will be available at the municipal cashier's offices, corner of Bramfisher and Williamson Street, Scottburgh from **04 November 2021 during cashier hours Monday to Friday from 07H30 to 14H30**. A non-refundable fee of R500.00 (inclusive of VAT) will be charged per document. Only Cash will be accepted.

Umdoni Local Municipality subscribes to the Preferential Procurement Policy Framework Act, 2000, (Act No.5 of 2000). Bidders are to obtain a minimum of 70% of the total functionality points. The 80/20 preference point system shall be applicable during the evaluation and adjudication of this contract.

A **compulsory** clarification meeting followed by an in-loco site inspection, with representatives of the Employer, will be held at **10H00 in the site on the 16th of November 2021**. Failure to attend the compulsory clarification meeting will disqualify the tender.

Tenders shall be completed in accordance with the conditions attached to the Tender Document and must be sealed in an envelope and marked: **"Tender Number: 06/2022: THE CONSTRUCTION OF GUMEDE BRIDGE IN WARD 16"** and must be deposited in the tender box situated at the reception: Municipal Building Corner of Bramfisher and Williamson Streets, **not later than 12H00 pm on 25 November 2021** at which time tenders will be opened in public. The name and address of the tenderer must be clearly written at the back of the sealed envelope containing the tender. **Late tenders or facsimile or e-mail will, under no circumstances, be considered. Municipality take no responsibility for carried documents. The validity period for this tender is 90 days.**

Enquiries of Technical nature should be directed to Mr S Xulu, Technical Services on 039 976 1324, and Enquiries pertaining to Supply Chain Management should be directed to Mr D. Nyathi, Financial Services on 039 976 1202 during office hours.

Mr N E Biyase
Acting MUNICIPAL MANAGER

Mr S Nkwanyane
GM: Technical

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T1.2 TENDER DATA

Preamble

The conditions of tender are the Standard Conditions of Tender as published in Annex F of the CIDB Standard for Uniformity in Construction Procurement Board Notice 136 Government Gazette No 38960 of 10 July 2015.

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

F.1.1 ACTIONS

F.1.1.4 The Employer

Name: **Umdoni Municipality**
 Address: **Private Box 19**
Scottburgh
4180
 Phone: **039-976-1020**
 Fax: **039-976-0017**
 Mobile: **084-409-2017**
 e-mail address: **sandilex@umdoni.gov.za**

F.1.2 TENDER DOCUMENTS

The **Tender Document** issued by the employer comprises:

(a) **VOLUME 1: “General Conditions of Contract for Construction Works (2015, 3rd Edition)”**

This document is issued by the South African Institution of Civil Engineering (Short title “General Conditions of Contract 2015”), and is obtainable separately. Tenderers **shall obtain their own copies** from the South African Institution of Civil Engineering (tel 011-805-5947) as hard copies of this document **are not included** in the Tender Document but form part of the contract.

(b) **VOLUME 2: “Standard Specifications for Roads and Bridge Works for State Road Authorities” Committee of Land Transport Officials, 1998 Edition.**

This document is issued by the South African Institution of Civil Engineering (Short title “COLTO, 1998 Edition”), and is obtainable separately. Tenderers **shall obtain their own copies** from the South African Institution of Civil Engineering (tel 011-805-5947) as hard copies of this document **are not included** in the Tender Document but form part of the contract.

(c) **Volume 3 (This is the only Volume that should be submitted by the bidder) comprises:**

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 Guarantee
Part C2:	Pricing Data
C2.1:	Pricing Instructions
C2.2:	Bill of Quantities
Part C3:	Scope of Work
C3:	Scope of Work
Part C4:	Site Information

C4: Site information

Part A: Annexures

Anex 1: CIDB Standard Conditions of Tender

- (d) **VOLUME 4:** A set of drawings issued with Volume 3 for bid purposes (may be bound in at the back of Volume 3 or issued as a separate volume). If issued separately, it need not be returned for tender consideration.
- (e) **VOLUME 5: The Occupational Health and Safety Act No 85 of 1993 and Amendment Act No 181 of 1993, and the Construction Regulations 2014.**

This document is obtainable separately, and Tenderers shall obtain their own copies as the hard copy of this document is not included with Volume 3 but forms part of the contract.

- (f) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprises and labour.
- (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004;
 - (ii) SANS 1921:2004 Construction and Management
Part 1: General Engineering and Construction Works;
Part 6: HIV/AIDS Awareness;
 - (iii) SANS 10396:2003 Implementation of Preferential Construction Procurement Policies using Targeted Procurement Procedures; and
 - (iv) SANS 1914:2003 Targeted Construction Procurement, Parts 1 to 6, dealing with Participation of Targeted Enterprises, Joint Ventures, Targeted Labour etc.
 - (v) SANS 294: Construction procurement processes, methods and systems
 - (vii) SANS 10403:2003 Formatting and compilation of construction procurement documents
 - (viii) National Environmental Management Act, Act 107 of 1998

The Tender Document and the drawings shall be obtained from the Employer at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

F.1.4 COMMUNICATION AND EMPLOYER'S AGENT

The Employer's Agent is:

Name: **Vuba Imagineers (Pty) Ltd**
 Address: **544 Astor Road, Shelly Beach, 4265**
 Tel: **039-315-6596**
 Fax: **039-315-6488**
 Mobile: **076-481-4480**
 e-mail address: **tebogo@vubaimagineers.co.za**

F.2.1 ELIGIBILITY

Only the following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:

- a) contractors who have 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 the advertised class of construction work; and
- b) Joint ventures are eligible to submit tenders provided that:
 - 1. every member of the joint venture is registered with the CIDB;
 - 2. the lead partner has a contractor grading designation not lower than the advertised class of construction work;
 - 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for the advertised class of construction work; and
 - 4. All evaluation criteria as well as compliance requirements will solely be based upon the lead partner who shall be made known via a joint venture agreement.

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **5CE** class of construction work or higher and have a track record, are eligible to submit tenders.

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for quality as stated in F.3.11.9. A more detailed explanation of the quality criteria is given in F3.11.9

F.2.7 CLARIFICATION MEETING

A compulsory clarification meeting followed by a site inspection will be held on 16th of November 2021 on project site. Failure to attend the compulsory clarification meeting will disqualify the tender.

F.2.12 ALTERNATIVE TENDER OFFERS

If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The Employer reserves the right to accept/decline alternative offers.

F.2.13 SUBMITTING A TENDER OFFER

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

F.2.13.5 Delivery of Tender & F.2.15.1

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

Location of Tender Box: **Umdoni Municipality**
Physical Address: **Cnr Bram Fischer & Williamson Street, Scottburgh, 4180**
Identification Details: **Contract No.: 06/2021-MN-397/2021**

Tenders will be deposited at the Bid Box situated at the reception.

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

F.2.15 CLOSING TIME

The closing time for submission of tender offers is:

Time: **12h00**
Date: **25 November 2021**
Day: **Thursday**

Telephonic, telegraphic, telex, facsimile or e-mailed offers will not be accepted.

F.2.16 TENDER OFFER VALIDITY

The Tender Offer validity period is **90** days from the closing time for submission of tenders.

F.2.18 PROVIDE OTHER MATERIAL

The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

F.3.4 OPENING OF TENDER SUBMISSIONS

Tenders will be opened immediately after the closing time for tenders at **Umdoni Municipality, Cnr Bram Fischer & Williamson Street, Scottburgh, 4180.**

F.3.4.2 Only the name of the tenderer and the price will be announced.

F.3.11 EVALUATION OF TENDER OFFERS

The procedure for the evaluation of responsive tenders is **Method 2**.

The financial offer will be scored using the respective formula based upon the price threshold herein below:

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

where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000, or

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

where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R50 000 000.

where 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.

F.3.11.9 Scoring Functionality

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below.

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score of 70 % for quality. Tenderers that fail to achieve the minimum score for quality will **NOT** be eligible for further evaluation and their tender offer will be rejected.

EVALUATION CRITERIA DESCRIPTION	POINTS
Experience of the bidder (Company)	20
Qualification and experience of the site agent	20
Qualification and experience of the foreman	20
Methodology (Construction Program)	20
Plant and equipment	14
Financial resources to execute the works	6
TOTAL	100

F.3.11.9.1 Experience of the bidder (Company)

Projects Experience	Points
Number of completed surfaced roads projects with traceable references and completed within the past 10 years (1 November 2011 to date)	
5 or more projects	20
4 projects	15
3 projects	10
Less than 3	0
Maximum Points	20

- NOTES: a. A fully signed and certified copy of the Completion Certificate or Final Approval Certificate for each project MUST be submitted.
- b. Appointment letters for the claimed projects MUST be provided.
- c. Failure to submit the required documents will result in no points being allocated.

F.3.11.9.2 Qualifications and experience of the site agent

Qualifications and experience	Points
Site agent must have a minimum qualification of a National Diploma in Civil Engineering and years of experience	
5 or more years experience	20
3 - 4 years experience	15
2 years experience	10
Less than 2 years	0
Maximum Points	20

- NOTES: a. Certified copies of required qualification certificates, certified within three months back from tender closing date and CVs detailing nature and years of experience per personnel.

F.3.11.9.3 Qualifications and experience of the foreman

Qualifications and experience	Points
Foreman must have a minimum qualification of NQF Level 4 in Civil Construction and years of relevant experience	
5 or more years of experience	20
3 - 4 years of experience	15
2 years of experience	10
Less than 2 years of experience	0
Maximum Points	20

- NOTES: a. Certified copies of required qualification certificates, certified within three months back from tender closing date and CVs detailing nature and years of experience per personnel.

F.3.11.9.4 Methodology (Construction Program)

Criteria	Points
Methodology shall be presented in a form of a detailed Construction Program in Gantt chart or other format indicating a clear sequencing of project activities, time lines, critical path and labour demand	
Correct sequencing, critical path and labour demand	20
Correct sequencing with critical path or labour demand	15
Correct sequencing only	10
No program submitted or submitted program incorrect	0
Maximum Points	20

F.3.11.9.5 Plant and equipment

Plant	Points for Plant and Equipment
Methodology shall be based on number of different types of plant owned or leased as enlisted	
Owning/ leased plant total of 7 and above	14
Owning/ lease plant total of 5 - 6	10
Owning/ lease plant total of 3- 4	7
Owning/ lease plant total less than 3	3
Owning/ leasing nothing	0
Maximum Points	14

The tenderer is advised that only the equipment listed in the following table will be eligible for points allocation. Also, only a single equipment per category should be provided. In other words, provision of say two excavators will count as one provided all required documents are provided.

Plant	Number of Owned/ Leased plant and Equipment
Tractor Loader Backhoe (TLB)	
Motor Grader	
Excavator	
Grid/Pad foot roller	
Smooth drum roller	
Water tanker	
10 cube Tipper Trucks	

- NOTES:
1. The tenderer should provide certified proof of ownership or lease agreement with proof of ownership by the hire plant.
 2. All certifications shall be within three months back from tender closing date.
 3. Where documents are not submitted or are incorrect, no points will be allocated.

F.3.11.9.6 Financial resources to execute the works

Financial Resources	Weighting
Bank recommendation relating to the financial capability of the contractor to finance the proposed contract. Rating “A” - undoubted/excellent.	6
Bank recommendation relating to the financial capability of the contractor to finance the proposed contract. Rating “B” - good for the amount quoted.	4
Bank recommendation relating to the financial capability of the contractor to finance the proposed contract. Rating “C” - average/good if strictly in line of business.	2
Bank recommendation relating to the financial capability of the contractor to finance the proposed contract. Rating below “C”.	0
Maximum Weighting	6

NOTE: The tenderer **must** enclose with his tender an official bank rating issued by his banker failing which no points will be awarded.

F.3.13 ACCEPTANCE OF TENDER OFFER

F.3.13.1 Tender offers will only be accepted if:

- a. the Tenderer has submitted a complete Tender Document;
- b. the Tenderer is registered on Central Supplier Database and Municipal Database;
- c. the Tenderer is registered with CIDB in the grading designation required for the works;
- d. the Tenderer submits valid Tax Clearance Certificate and a SARS pin code;
- e. Valid B-BBEE certificate with the SANAS logo and verified by agencies accredited by SANAS/commissioned sworn affidavit;
- f. all MBD forms (1, 4, 6.1, 6.2, 8 and 9) are completed in all respects;
- g. proof via a municipal confirmation/statement/billing from municipal treasury that the rates and taxes are not in arrears by more than 90 days is submitted;
- h. the Certificate of Authority has been included;
- i. the Tender Offer is signed by a person authorised to sign on behalf of the Tenderer;
- j. Tenderer’s Health and Safety Declaration of Compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003, is signed by an authorized person;
- k. proof of good standing with the Compensation Commissioner and as issued by the Department of Labor (and not a broker) is included with the tender;
- l. the Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- m. the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- n. the tenderer has not:
 - i) abused the Employer’s Supply Chain Management System; or
 - ii) failed to perform on any previous contract with the Employer and has been given written notice to this effect;
- o. has completed the Compulsory Enterprises Questionnaire and there are no conflicts of interest which may impact on the Tenderer’s ability to perform the contract in the best interest of the Employer or potentially compromises the tender process;
- p. all individual items in the Bills of Quantities are clearly priced. By clearly pricing is meant inserting numbers on the rate column and extending as necessary;
- q. certified copies of company registration certificate or id in case of a one-man concern; and
- r. latest one year financial statements.

NOTE: In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the tender if corrections are not made in accordance with the above (usage of correction ink is not permitted).

F.3.17 COPIES OF THE CONTRACTS

The employer will provide the successful Tenderer with **ONE** paper copy of the signed contract.

PART 2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 Returnable schedules required or to be used for acceptance or rejection of tender

- A.1 Proof of registration with Central Supplier Database
- A.2 Contractor's B-BBEE compliance certificate or sworn affidavit
- A.3 CIDB certificate
- A.4 Valid Tax Clearance Certificate containing a SARS Pin Code
- A.5 MBD 4: Declaration of Interest (in the Service of the State)
- A.6 MBD 5: Declaration for Procurement Above R10 Million (VAT) Included
- A.7 MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2017
- A.8 MBD 6.2: Declaration Certificate for Local Production and Content, Annexure C, D & E
- A.9 MBD 8: Declaration of Bidder's Past Supply Chain Management Practices
- A.10 MBD 9: Certificate of Independent Bid Determination
- A.11 Confirmation that municipal rates and taxes are not behind by more than 90 days
- A.12 Certificate of authority for signatory attached?
- A.13 Contractor's Health and Safety Declaration
- A.14 Letter of good standing with the Compensation Commissioner
- A.15 Certificate of tenderer's visit to site or an attendance register, as applicable, has been completed and signed by the employer's representative or the tender
- A.16 Compulsory Enterprise Questionnaire
- A.17 Certified copies of company registration certificate or id in case of a one-man concern
- A.18 Latest one year financial statements

Note: Some of the above schedules may be incorporated into the contract, eg. Contractor's Health and Safety Declaration.

T2.1.2 Returnable schedules to be used for functionality evaluation

- B.1 Completion Certificate or Final Approval Certificate and Appointment letter for each project claimed
- B.2 Qualification certificates and CVs for the Site Agent
- B.3 Qualification certificates and CVs for the Foreman
- B.4 Construction Program
- B.5 Owned or Hired plant documentation
- B.6 Contractor's B-BBEE compliance certificate or sworn affidavit

T2.1.3 Returnable documents to be supplied as necessary or appropriate or for the completeness of the tender document

- C.1 Record of addenda to tender document
- C.2 Resolution of board of directors to enter into consortia or joint ventures
- C.3 Joint venture (as applicable)
- C.4 Audited financial statements for the past three years if the tendered price is above R10 million inclusive of VAT

T2.1.4 Returnable schedules to be incorporated into the contract

- D.1 Non-collusion affidavit to be executed by bidder and submitted with bid
- D.2 Amendments, qualifications and alternatives

T2.1.5 Other returnable schedules to be completed/filled/submitted by the successful tenderer which will be incorporated into the contract

- E.1 Contractor's health and safety plan
- E.2 Notification form in terms of the occupational health and safety act 1993, Construction Regulation 2003
- E.3 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993.

T2.2 RETURNABLE SCHEDULES

**T2.2.1 RETURNABLE SCHEDULES REQUIRED OR TO BE USED FOR
ACCEPTANCE OR REJECTION OF TENDER**

A.1 NATIONAL TREASURY: CENTRAL SUPPLIER DATABASE

Proof of registration on the National Treasury Central Supplier Database to be attached here and shall be not older than three months since being printed from the CSD website.

A.2 B-BBEE COMPLIANCE CERTIFICATE OR AFFIDAVIT

The tenderer shall attach a certified copy of the B-BBEE Compliance Certificate or Affidavit. Document shall be certified and valid within three months from date of closure.

A.3 CIDB CERTIFICATE

Attach a CIDB grading certificate and certified within three months from date of tender closure.

A.4 VALID TAX CLEARANCE CERTIFICATE WITH SARS VERIFICATION PIN

Attach a valid Tax Clearance Certificate with SARS verification PIN.

A.5 MBD 4: DECLARATION OF INTEREST (IN THE SERVICE OF THE STATE)**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (Director, Trustee, shareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors/trustees/shareholders/members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state **YES/NO**
 - 3.8.1 If yes, furnish particulars.

.....

.....
 - 3.9 Have you been in the service of the state for the past twelve months? **YES/NO**
 - 3.9.1 If yes, furnish particulars.

.....

.....
 - 3.10 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**

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

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

² 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.

3.10.1 If yes, furnish particulars.

.....

3.11 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

3.11.1 If yes, furnish particulars

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
 Position

.....
 Name of Bidder

A.6 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT) INCLUDED

Should the tendered amount exceed R10 million, this form shall be completed in its entirety. Otherwise it should be ignored.

A.7 MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

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).

- 1.2 The value of this bid is estimated **to not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

The **80/20** preference point system will be applicable to this tender.

- 1.3 Preference points for this bid shall be awarded for:

- a. Price; and
- b. B-BBEE Status Level of Contribution.

- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 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.
- 1.6 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 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“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;
- 2.7 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.8 **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.9 **“proof of B-BBEE status level of contributor”** means:

- a. B-BBEE Status level certificate issued by an authorized body or person;
 - b. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - c. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.10 “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;
- 2.11 “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:

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative 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 CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: _____ = _____ (maximum of 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 relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Should the bidder intend to subcontract any portion of the main contract he shall declare the following

Sub-contracting: *(Tick applicable box)*

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? _____ %
- (ii) the name of the sub-contractor? _____
- (iii) the B-BBEE status level of the sub-contractor? _____
- (iv) whether the sub-contractor is an EME or QSE?

(Tick applicable box)

YES		NO	
-----	--	----	--

8 DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of firm:

8.2 VAT registration number:

8.3 Company registration number.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture/Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[Tick applicable box]

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?

8.9 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 paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (i) The information furnished is true and correct;

- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) 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 –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.....

.....
SIGNATURE(S) OF TENDERER(S)

2.....

DATE:.....

ADDRESS:.....

.....

.....

.....

A.8 MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT, ANNEXURE C, D & E

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 Bureau of Standards (SABS) 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) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = 1 - \left(\frac{x}{y} \right) 100$$

Where

x = imported content

y = bid price 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 the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial-development/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;
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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

YES		NO	
-----	--	----	--

- 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 is 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.

**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.:

ISSUED BY: (Procurement Authority/Name of Municipality/Municipal Entity):

.....

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; 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 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.

- 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:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

	Annex C													SATS 1286.2011
	Local Content Declaration - Summary Schedule													
(C1)	Tender No.												Note: VAT to be excluded from all calculations	
(C2)	Tender description:													
(C3)	Designated product(s)													
(C4)	Tender Authority:													
(C5)	Tendering Entity name:													
(C6)	Tender Exchange Rate:			EU			GBP							
(C7)	Specified local content %													
			Calculation of local content							Tender summary				
	Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)		Tender Qty	Total tender value	Total exempted imported content	Total Imported content	
	(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)	
										(C20) Total tender value	R 0			
	Signature of tenderer from Annex B									(C21) Total Exempt imported content		R 0		
										(C22) Total Tender value net of exempt imported content		R 0		
												(C23) Total Imported content	R 0	
												(C24) Total local content	R 0	
	Date:											(C25) Average local content % of tender		

	Annex D												SATS 1286.2011	
Imported Content Declaration - Supporting Schedule to Annex C														
(D1)	Tender No.								Note: VAT to be excluded from all calculations					
(D2)	Tender description:													
(D3)	Designated Products:													
(D4)	Tender Authority:													
(D5)	Tendering Entity name:													
(D6)	Tender Exchange Rate:	Pula		EU	R 9.00	GBP	R 12.00							
A. Exempted imported content					Calculation of imported content						Summary			
	Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT		Tender Qty	Exempted imported value	
	(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)		(D17)	(D18)	
									(D19) Total exempt imported value			R 0		
											This total must correspond with Annex C - C 21			
B. Imported directly by the Tenderer					Calculation of imported content						Summary			

[illegible]

					(E13) Total local content		R 0
						This total must correspond with Annex C - C24	
	<u>Signature of tenderer from Annex B</u>						
	Date:						

LOCAL PRODUCTION AND CONTENT

Kindly note that should the Local Production and Content in respect of the items listed under section 3 of the MBD6.2 and detailed in Annexure C (C8, C9 and C16). The minimum threshold stipulated must be met.

For assistance in completing the MBD6.2 and Annexure C kindly contact the Department of Trade and Industry on:

1.	Thandi Phele	012 394 1356	tphele@thedti.gov.za
2.	Tapiwa Samanga	012 394 5157	TSamanga@thedti.gov.za
3.	Miyelani Masinga	012 394 1664	MMasinga@thedti.gov.za
4.	Rendani Mulaudzi	012 394 1412	RMulaudzi@thedti.gov.za
5.	Raphael Kitiaka	012 394 3500	MRKitiaka@thedti.gov.za
6.	Mamosai Selek	012 394 5598	CMatidza@thedti.gov.za

If the quantity of required items cannot be wholly sourced from South African based manufacturers and/or at the stipulated designated local content threshold at any particular time, bidders should obtain written exemption from the Department of Trade and Industry to supply the remaining portion of the required items at a lower local content threshold.

The Department of Trade and Industry
Private Bag X84
Pretoria
0001

For Attention:

Dr Tebogo Makube
Chief Director: Industrial Procurement
Tel: 012 394 3927
Fax: 012 394 4927
e-mail: TMakube@thedti.gov.za

Proof of exemption must be submitted, as well as the response from the Department of Trade and Industry.



Private Bag X84, PRETORIA, 0001, the dti Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000 the dti Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, www.thedti.gov.za

GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1 Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
 - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
 - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2 What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3 Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1 Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: “If information on the origin of components, parts or materials is not available, it will be deemed to be imported content.”

2.3.1.1 Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2 Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3 Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (the dti). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2 Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3 ANNEXURE C

3.1 Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1 Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1 Guidelines to completing Annexure E: “Local Content Declaration - Supporting Schedule to Annexure C”

The paragraph numbers correspond to the numbers in Annexure E

E1. **Tender number**

Supply the tender number that is specified on the specific tender documentation.

E2. **Tender description**

Supply the tender description that is specified on the specific tender documentation.

E3. **Designated products**

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. **Tender authority**

Supply the name of the tender authority.

E5. **Tendering entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. **Description of items purchased**

Provide a description of the items purchased locally in the space provided.

E7. **Local supplier**

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. **Value**

Provide the total value of the item purchased in column E6.

E9. **Total local products (Goods, Services and Works)**

Total local products (goods, services and works) is the sum of the values in E8.

E10. **Manpower costs:**

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. **Factory overheads:**

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. **Administration overheads and mark-up:**

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. **Total local content:**

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

A.9 MBD 8: DECLARATION OF TENDERER'S'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for 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 <i>audi alteram partem</i> rule was applied). <u>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</u>	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?	es <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, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	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

A.10 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)². Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

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

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

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

consortium³ 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.

Signature

Date

Position

Name of Bidder

³

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

A.11 MUNICIPAL RATES AND TAXES

Proof (certified within three months of tender closure) is to be provided that the Tenderer's municipal rates and taxes are not in arrears for more than three months. Tenderers who rent and are not subject to these rates and taxes should provide a Lease Agreement or an official letter from a Ward Councillor. Those that operate their businesses in the villages should get a letter of confirmation from the municipal treasury office.

A.12 CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors, members of a close corporation, or sole proprietor to this form. The resolution must be on an official letterhead.

An example is given below:

Mr/Ms/Mrs/Miss whose signature appears below, has been duly authorized to sign all documents in connection with the Tender for Contract No.:

and any contract that may arise therefrom on behalf of (name of Tenderer in block letters)

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNATURE OF AUTHORISED SIGNATORY:.....

WITNESS: 1.

2.

A.13 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as the Regulations hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No. 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect, a person duly authorized by the Tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No. 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No. 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Schedule of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, including the cost of the specific items listed in the tables hereafter.
4. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
5. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
6. I hereby confirm that, I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2003 before I will be allowed to proceed with any work under the contract.

DATE: SIGNATURE OF TENDERER:

A.14 LETTER OF GOOD STANDING WITH THE COMPENSATION COMMISSIONER

Attach a letter of good standing from the Compensation Commissioner as issued by the Department of Labor and not by a broker. It must be certified and not older than three months from the date of tender closure.

A.15 CERTIFICATE OF TENDERER'S VISIT TO SITE

This is to certify that I

representative of (Tenderer)

of address

.....

.....

.....

telephone no.

visited and examined the Site on (date)

in the company of (Employer's representative)

Having previously studied the Tender Document, I examined the Site and have familiarized myself with all the local conditions likely to influence the Work and the cost thereof.

I further certify that I am satisfied with the description of the Work and the explanation given by the said Employer's representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this Contract.

TENDERER'S REPRESENTATIVE

EMPLOYER'S REPRESENTATIVE

NOTE: In the event that an attendance register is completed in lieu of this form, the contents of this form will be taken to apply.

A.16 COMPULSORY ENTERPRISE QUESTIONNAIRE

- A. **No bid will be accepted from persons in the service of the state**
- B. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, 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.

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

Section 1. **Name of enterprise:** _____

Section 2. **VAT registration number, if any:** _____

Section 3. **CIDB registration number, if any:** _____

Section 4. **Particulars of sole proprietors and partners in partnerships.**

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than three partners.

Section 5. **Particulars of companies and close corporations**

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 6. **Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

* Insert separate page if necessary.

Section 7. Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

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

* Insert separate page if necessary.

The undersigned, who warrants that he/she is dully authorised to do so on behalf of the enterprise:

- i. Authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii. confirms that neither the name of the enterprise or the name of any partner, manager, director or other persons, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv. confirms that I/we am/are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

Enterprise name: _____

A.17 CERTIFIED COPIES OF COMPANY REGISTRATION CERTIFICATE OR ID IN CASE OF A ONE-MAN CONCERN

Attach documentation as appropriate and certified within three months from date of tender closure.

A.18 LATEST ONE YEAR FINANCIAL STATEMENTS

Attach the latest one year financial statements.

**T.2.1.2 RETURNABLE SCHEDULES TO BE USED FOR
FUNCTIONALITY EVALUATION**

B.1 COMPLETION CERTIFICATES OR FINAL APPROVAL CERTIFICATES AND APPOINTMENT LETTERS FOR EACH PROJECT CLAIMED

The tenderer should attach all required documents as appropriate.

B.2 QUALIFICATION CERTIFICATES AND CV FOR THE SITE AGENT

Attach all required information herein.

B.3 QUALIFICATION CERTIFICATES AND CV FOR THE FOREMAN

Attach all required information herein.

B.4 CONSTRUCTION PROGRAM

Attach the required information herein.

B.5 OWNED OR HIRED PLANT DOCUMENTATION

Attach all necessary information herein.

B.6 CONTRACTOR'S B-BBEE COMPLIANCE CERTIFICATE OR SWORN AFFIDAVIT

Attach all necessary information herein.

**T.2.1.3 RETURNABLE DOCUMENTS TO BE SUPPLIED/COMPLETED
AS NECESSARY OR APPROPRIATE OR FOR THE COMPLETENESS
OF THE TENDER DOCUMENT**

C.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communication received from the Employer's representative before the submission of this tender offer, amending or amplifying the tender document, have been taken into account in this tender offer.

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

Attach additional pages if more space is required.

Signed:

Date:

Name :

Position:

Tenderer:

C.2 RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES (AS APPLICABLE)

Resolution of a meeting of the Board of Directors/Members/Partners* of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

Resolved that:

1. The Enterprise submit a Bid/Tender, in consortia/joint venture with the following enterprise:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortia/joint venture)

to the Employer and for the work explained in the Scope of Work.

Tender No.: _____ (Tender Number as per Tender Document)

2. Mr/Mrs/Miss/Ms*:

in his/her* capacity as: _____ (position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under Item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture/consortium deriving from, and in any way connected with, the Contract to be entered into with the Employer in respect of the project described under Item 1 above.

The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture/consortium agreement and the Contract with the Employer in respect of the project under Item 1 above:

Physical address: _____

_____ (code)

Postal address:

_____ (code)

Telephone: _____ (with code)

Fax: _____ (with code)

Email: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			

- Note:
1. * Delete which is not applicable
 2. This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise.
 3. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be added on a separate page.

C.3 JOINT VENTURE AGREEMENT (AS APPLICABLE)

Attach a Joint Venture agreement as applicable.

C.4 AUDITED FINANCIAL STATEMENTS FOR THE PAST THREE YEARS IF THE TENDERED PRICE IS ABOVE R10 MILLION INCLUSIVE OF VAT (AS APPROPRIATE)

*Tenderer to attach as appropriate **should** his tender price **exceed** R10 million.*

**T.2.1.4 RETURNABLE SCHEDULES TO BE INCORPORATED INTO
THE CONTRACT**

D.1 NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, _____, being first duly sworn, deposes

and says that he or she is _____ of _____
(state position in company) (Bidder)

the party making the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;

- ✓ that the bid is genuine and not collusive or sham;
- ✓ that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding;
- ✓ that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract;
- ✓ that all statements contained in the bid are true;
- ✓ and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Bidder: _____

By: _____

Position: _____

Signature: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____ 20____ in _____

(city/town)

Commissioner of Oaths _____
(Name) *(Signature)*

Commissioner's official stamp: _____

D.2 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

This is not an invitation for amendments, qualifications, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this Contract, he shall set out his proposals clearly hereunder. The Employer will not consider any amendments or alternative offers unless forms under a and b are filled to the satisfaction of the Employer.

a. Amendments

Page	Clause or Item No.	Proposed Amendment

- Notes:
1. Proposals for amendments to the General and Special Conditions of Contract will not be considered and may invalidate the offer,
 2. The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

b. Alternatives

Proposed Alternative	Description of Alternative

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

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

Date:

Signature of Tenderer:

**T2.1.5 OTHER RETURNABLE SCHEDULES TO BE
COMPLETED/FILLED/SUBMITTED BY THE SUCCESSFUL TENDERER
WHICH WILL BE INCORPORATED INTO THE CONTRACT**

E.1 CONTRACTOR'S HEALTH AND SAFETY PLAN

(Not to be submitted with tender offer)

The successful Tenderer, only, shall be required to submit the Contractor's Health and Safety Plan as required in terms of regulations 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in Form J and in T2.1, after acceptance of the tender.

E.2 NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003

This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction regulations 2003, to the office of the Department of Labour.

1. (a) Name and postal address of Contractor:.....
.....
- (b) Name of Contractor's contact person:.....
Telephone number:.....
2. Contractor's compensation registration number:.....
3. (a) Name and postal address of client:.....
.....
- (b) Name of client's contact person or agent:.....
Telephone number:.....
4. (a) Name and postal address of designer's for the project:.....
.....
- (b) Name of designer's contact person:.....
Telephone number:.....
5. Name of Contractor's construction supervisor on site appointed in terms of Regulation
6(1):.....
Telephone number:.....
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of
Regulation 6(2):.....
7. Exact physical address of the construction site or site office:.....
.....
8. Nature of the construction work:.....
9. Expected commencement date:.....
10. Expected completion date:.....
11. Estimated maximum number of persons on the construction site:.....
12. Planned number of subcontractors on the construction site accountable to the
Contractor:.....
13. Name(s) of subcontractors already chosen:.....
.....

SIGNED BY:

CONTRACTOR:.....

DATE:

CLIENT:.....

DATE:

E.3 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

THIS AGREEMENT is made between
(hereinafter called the EMPLOYER) of the one part, herein represented by

.....

In his capacity as:.....

AND:

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

.....

in his capacity as

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

Contract No. (Contract Title).....

.....

for the construction, completion and maintenance of the works;

NOW THEREFORE the parties agree as follows:

1. **The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertaking as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site of premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charges which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**

on this day day of20

SIGNATURE:

NAME AND SURNAME:

CAPACITY:.....

WITNESS: 1.
2.

Thus signed at for and on behalf of the **EMPLOYER**
on this day of day of20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:.....

WITNESS: 1.
2.

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

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

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

.....

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

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

.....

.....Rand (in words); R.....(in figures).

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

For the Tenderer:

Signature

Name

Capacity

Date

Name and address of organization:

.....

.....

Signature and name of witness:

Signature:

Name:

Date:

ACCEPTANCE

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

The terms of the contract, are contained in

- Part 1 Agreements and Contract Data, (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 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 authorized 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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

For the Employer:**Signature****Name****Capacity****Date**

Name and address of organization: Umdoni Municipality
Cnr Bram Fischer & Williamson Street
Scottburgh
4180

Signature and name of witness:**Signature:****Name:****Date:**

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender document arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,

4.1 **Subject:**

Details:

4.2 **Subject:**

Details:

4.3 **Subject:**

Details:

4.4 **Subject:**

Details:

4.5 **Subject:**

Details:

4.6 **Subject:**

Details:

4.7 **Subject:**

Details:

4.8 **Subject:**

Details:

By the duly authorised representative signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer:

Signature

Name

Capacity

Date

Name and address of organization:

.....

Signature and name of witness:

Signature:

Name:

Date:

For the Employer:

Signature

Name

Capacity

Date

Name and address of organization: Umdoni Municipality
 Cnr Bram Fischer & Williamson Street
 Scottburgh
 4180

Signature and name of witness:

Signature:

Name:

Date:

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:

Date:

C1.2 CONTRACT DATA

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

The General Conditions of Contract for Construction Works (2015, 3rd Edition) published by the South African Institution of Civil Engineering and herein referred to as GCC 2015, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel 011-805 5947) or www.saice.org.za.

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, 3rd Edition, 2015, are applicable to this Contract. An asterisk (*) placed next to a Clause number denotes the inclusion of an additional/new sub-clause for which no equivalent appears in GCC 2015.

Compulsory Data																	
GCC Clause	Information																
1.1.1.13	The Defects Liability Period is 12 months from the date of the Certificate of Completion for everything else except gravel roads for which it will be six months.																
1.1.1.14	The time for achieving Practical Completion is 150 days from the Commencement Date.																
1.1.1.15	The name of the Employer is Umdoni Municipality .																
1.1.1.16	The name of the Employer's Agent is Vuba Imagineers (Pty) Ltd																
1.1.1.26	The Pricing Strategy is the Re-measurement Contract																
1.2.1.2	<p>The address of the Employer is:</p> <table border="0"> <tr> <td><u>Physical</u></td><td><u>Postal</u></td></tr> <tr> <td>Cnr Bram Fischer & Williamson Street</td><td>Private Box 19</td></tr> <tr> <td>Scottburgh</td><td>Scottburgh</td></tr> <tr> <td>4180</td><td>4180</td></tr> <tr> <td>Telephone: 039-976-1202</td><td></td></tr> <tr> <td>Fax: 039-976-0017</td><td></td></tr> <tr> <td>Mobile: 084-409-2017</td><td></td></tr> <tr> <td>E-mail: sandilex@umdoni.gov.za</td><td></td></tr> </table>	<u>Physical</u>	<u>Postal</u>	Cnr Bram Fischer & Williamson Street	Private Box 19	Scottburgh	Scottburgh	4180	4180	Telephone: 039-976-1202		Fax: 039-976-0017		Mobile: 084-409-2017		E-mail: sandilex@umdoni.gov.za	
<u>Physical</u>	<u>Postal</u>																
Cnr Bram Fischer & Williamson Street	Private Box 19																
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Fax: 039-976-0017																	
Mobile: 084-409-2017																	
E-mail: sandilex@umdoni.gov.za																	
1.2.1.2	<p>The address of the Employer's Agent is:</p> <table border="0"> <tr> <td><u>Physical</u></td><td><u>Postal</u></td></tr> <tr> <td>544 Astor Road</td><td>P.O. Box 272</td></tr> <tr> <td>Shelly Beach</td><td>Izotsha</td></tr> <tr> <td>4265</td><td>4242</td></tr> <tr> <td>Telephone: 039-315-6596</td><td></td></tr> <tr> <td>Fax: 039-315-6488</td><td></td></tr> <tr> <td>Mobile: 076-648-4480</td><td></td></tr> <tr> <td>Email: tebogo@vubaimagineers.co.za</td><td></td></tr> </table>	<u>Physical</u>	<u>Postal</u>	544 Astor Road	P.O. Box 272	Shelly Beach	Izotsha	4265	4242	Telephone: 039-315-6596		Fax: 039-315-6488		Mobile: 076-648-4480		Email: tebogo@vubaimagineers.co.za	
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Fax: 039-315-6488																	
Mobile: 076-648-4480																	
Email: tebogo@vubaimagineers.co.za																	
5.1.1 and 5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> All gazetted public holidays falling outside the year end break. The year end break commencing on 15 December 2021 and ending on 2 January 2022. 																

5.3.1	<p>The documentation required before commencement with Works execution is:</p> <ol style="list-style-type: none"> 1. Health and Safety Plan (Refer to Clause 4.3) 2. Initial programme (Refer to Clause 5.6) 3. Security (Refer to Clause 6.2) 4. Insurance (Refer to Clause 8.6) 5. Letter of Good Standing from the Compensation Commissioner (Refer to Clause 4.3)
5.3.2	The time to submit the documentation required before commencement with Works execution is 28 days.
5.5.1	The Works shall be completed within 150 days.
5.13.1	The penalty for failing to complete the Works is 0.025 % of the contract value per day.
5.14.1	<p>Add the following to the clause:</p> <p>The Works would be deemed to have reached Practical Completion once the following have been completed:</p> <ul style="list-style-type: none"> • road is open to traffic
5.16.3	<p>The latent defect period is:</p> <ul style="list-style-type: none"> • for civil engineering works <ul style="list-style-type: none"> ▶ 2 years for gravel roads ▶ 5 years for surfaced roads excluding bridges and tunnels ▶ 10 years for the rest • 5 years for building works • 3 years for electrical and mechanical works
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 % subject to a minimum value of R100 000.
6.10.3	<p>The limit of retention money is 5 % of the Contract Price.</p> <p>The percentage retention on the amounts due to the Contractor is 10 %.</p>
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is R0.00.
8.6.1.3	The limit of indemnity for liability insurance is R2 000 000 per claim.
10.5.3	The number of Adjudication Board Members to be appointed is one .

PART 2: DATA PROVIDED BY THE CONTRACTOR

1.1.1.9	The name of the Contractor is																
1.2.1.2	<p>The address of the Contractor is:</p> <p><u>Physical</u> <u>Postal</u></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone:</p> <p>Fax:</p> <p>Mobile:</p> <p>Email:</p>																
6.2.1	<p>The Contract Price value inclusive of VAT shall be used for the calculation of the security offered. The security offered shall be 10 % of the Contract Price.</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Type of Security</th> <th style="text-align: left;">Contractor's Choice "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td>Cash deposit of % of the Contract Sum.</td> <td>Yes or No</td> </tr> <tr> <td>Fixed Performance Guarantee of % of the Contract Sum</td> <td>Yes or No</td> </tr> <tr> <td>Variable Performance Guarantee of % of the Contract Sum for the first period and % of the Contract Sum for the second period</td> <td>Yes or No</td> </tr> <tr> <td>Retention of % of the value of the Works.</td> <td>Yes or No</td> </tr> <tr> <td>Cash deposit of % of the Contract Sum plus retention of % of the value of the Works</td> <td>Yes or No</td> </tr> <tr> <td>Fixed Performance Guarantee of % of the Contract Sum plus retention of % of the value of the Works</td> <td>Yes or No</td> </tr> <tr> <td>Variable Performance Guarantee of % of the Contract Sum for the first period and % of the Contract Sum for the second period plus retention of % of the value of the Works</td> <td>Yes or No</td> </tr> </tbody> </table> <p><i>Should no choice be made, the second option will be assumed to have been selected.</i></p>	Type of Security	Contractor's Choice "Yes" or "No"	Cash deposit of % of the Contract Sum.	Yes or No	Fixed Performance Guarantee of % of the Contract Sum	Yes or No	Variable Performance Guarantee of % of the Contract Sum for the first period and % of the Contract Sum for the second period	Yes or No	Retention of % of the value of the Works.	Yes or No	Cash deposit of % of the Contract Sum plus retention of % of the value of the Works	Yes or No	Fixed Performance Guarantee of % of the Contract Sum plus retention of % of the value of the Works	Yes or No	Variable Performance Guarantee of % of the Contract Sum for the first period and % of the Contract Sum for the second period plus retention of % of the value of the Works	Yes or No
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6.8.3	<p>The variation in cost of special materials is (Tenderer to fill in as necessary):</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><i>Type of special material</i></th> <th style="text-align: left;"><i>Unit</i></th> <th style="text-align: left;"><i>% of rate or price</i></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	<i>Type of special material</i>	<i>Unit</i>	<i>% of rate or price</i>													
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PART 3: THE VARIATION TO THE GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the *General Conditions of Contract for Construction Works - Print 3.1, 2015*, issued by the South African Institution of Civil Engineering. (Short title: *General Conditions of Contract 2015 or GCC 2015*)

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under *Special Conditions of Contract*.

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case maybe, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered SCC followed in each case by the number of the applicable Clause or Sub-Clause in the General Conditions of Contract 2015, and the applicable heading.

An asterisk (*) placed next to an SCC subclause number denotes the inclusion of an additional/new subclause for which no equivalent appears in General Conditions of Contract 2015.

2. VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

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

4. CONTRACTOR'S GENERAL OBLIGATIONS

SCC4.1.2 CONTRACTOR'S LIABILITY FOR HIS OWN DESIGN ERRORS

In Sub-Clause 4.1.2, line 5, amend *any drawing* to read *any design, drawing*.

SCC4.6.1 PATENT AND PROTECTED RIGHTS

Special Conditions of Contract, Specifications (other than Standardised Specification), Bill of Quantities and Drawings are the copyright of Vuba Imagineers.

SCC4.11.3* LOCAL LABOUR

Where it is a requirement that the Contractor employ local labour and local subcontractors on site, the Contractor shall, taking cognisance of the requirements of this Clause, appoint local labour subcontractors as required for the execution of the works and shall train and supervise them as may be necessary to execute and complete the tasks or functions for which they were employed. The preferred categories and ratios are as follows:

- $\frac{1}{3}$ (one third) of labour be women (above youth age category of 35 years);
- $\frac{1}{3}$ (one third) of labour be youth (men and women, 18 to 35 year age); and
- $\frac{1}{3}$ (one third) of labour be men (above youth age category of 35 years).

5. TIME AND RELATED MATTERS

SCC5.4.1 ACCESS TO AND POSSESSION OF SITE

Add to sub-clause 5.4.1:

The Site will only be given to the Contractor after all the required documentation shall have been submitted and approved by the Employer.

SCC5.12.1 EXTENSION OF TIME FOR COMPLETION

Add to sub-clause 5.12.1:

In general, extension of time for the completion of the Works will, in terms of the General Conditions of Contract, be granted only for additional work and circumstances which could not have been reasonably foreseen.

No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions that effect on progress of the Works. The extension

granted will be calculated according to the following formula and data in the table below:

Rainfall Data

Station: Pennington South

MONTH	AVG. NO. OF DAYS Rainfall > 10 mm	AVG RAINFALL (mm)
January	2.4	91.6
February	2.0	87.8
March	1.8	97.8
April	1.9	112.3
May	0.4	58.6
June	0.7	24
July	0.8	41.3
August	0.7	48.2
September	0.9	72
October	2.3	137.2
November	1.7	147.5
December	1.8	121.5
	AVERAGE TOTAL	1039.8

$$V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$$

Where:

V = Extension of time in calendar days in respect of the calendar month under consideration.

N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10 mm or more has been recorded.

N_n = Average number of days, derived from rainfall records, on which rainfall of 10 mm or more per day has been recorded during the relevant calendar month as per the data tabulated in the table.

R_w = Actual total rainfall in mm recorded during the calendar month under consideration.

R_n = Average total rainfall in mm for the relevant calendar month, derived from existing rainfall records.

X = 20 mm

If V is negative and its absolute value exceeds N_n , then V shall be taken as equal to minus N_n .

The extension of time for a part of a month shall be calculated by substituting pro rata values for the variables in the equation.

The total delay will be taken into account for the determination of the total extension of time for the contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed $(N_c - N_n)$ calendar days, where N_c = number of calendar days in the month under consideration.

The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average number

of days during which rainfall equal or exceeds 10mm.

The factor $(R_w - R_n)/X$ shall be considered to represent a fair allowance for variations from the average for the number of days during which the rainfall did not equal or exceed 10mm per day, but when wet conditions prevent or disrupt work.

The total extensions of time shall be the algebraic sum of all monthly totals for the period under considerations, but if the total is negative the time for completion shall not be reduced due to Subnormal rainfall.

This formula does not take into account flood damage which could cause further or concurrent delays and such will be treated separately as far as extension of time is concerned.

Accurate rain gauge readings shall be taken at a suitable point on the site daily at 08h00 unless otherwise agreed to by the Employer's Agent, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

Should any doubts arise about the accuracy of rainfall measurements, the Employer's Agent may, at his discretion, use rainfall records from the South African Weather Bureau taken at the station nearest to the site.

Should any extension of time granted cause the time for completion to overlap with the special non-working days during the December and January builder holiday as defined in the Contract Data and that was not part of the contract period as at commencement, no additional time related General Items allowances will be paid for this period, except proven costs involved for the maintenance of insurances required in terms of the contract. The General Items allowances tendered will be deemed to allow for costs for the period of inactivity during the builder's holiday.

6. PAYMENT AND RELATED MATTERS

7. QUALITY AND RELATED MATTERS

SCC7.2.1 QUALITY OF PLANT, WORKMANSHIP AND MATERIALS

Add at the end of sub-clause 7.2.1:

Unless otherwise directed in writing by the Employer's Agent, materials for the Permanent Works shall be new and unused.

SCC7.5.1 EXAMINATION OF WORK BEFORE COVERING UP

Add at the end of sub-clause 7.5.1:

The Contractor shall give a 48 hours notice to the Employer's Agent of his intention to cover.

SCC7.5.3 NOTICE TO BE GIVEN WHEN READY FOR TESTING

In the first line of the first sentence, **replace** *adequate* with *48 hours*.

In the third sentence of the first line **delete** *or almost ready*.

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C1.3 FORM OF GUARANTEE

PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

.....

Physical address:

.....

“Employer” means: Umdoni Municipality

“Contractor” means:

.....

“Employer’s Agent” means: Vuba Imagineers (Pty) Ltd

“Works” means: The Construction of Gumede bridge.

“Site” means: Location where the works shall be executed under this 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:

.....

.....

Type of Performance Guarantee: (*Insert Variable or Fixed*)

“Expiry Date” means: the date on which the Certificate of Completion is issued (*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

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.

1. VARIABLE PERFORMANCE GUARANTEE

- 1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

- 1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R

(Amount in words:.....)

.....)

- 1.1.2 From the day following the date of the said interim payment certified 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, whichever occurs first:

R

(Amount in words:

.....)

.....)

- 1.2 The Employer's Agent and/or Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50 % of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

- 2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

- 2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, 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.

- 2.3 The Employers Agent and/or Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 3.1 The Guarantor hereby acknowledges that:

- 3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be misconstrued as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

- 3.2.1 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 3.2.2;

- 3.2.2 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 3.2.1 and the sum certified has still not been paid;

- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, 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:

- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 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 3.3; and
- 3.3.3 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.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, 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.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider 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.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferrable and shall expire in terms of 1.1.2 or 2.2 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.
- 3.11 The Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3 shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consent in terms of Section 45 of the Magistrates' 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):

C1.4 CESSION OF RIGHTS FOR MATERIALS ON SITE

CESSION OF RIGHTS FOR MATERIALS ON SITE**Claim for materials on site****Payment Certificate No.**..... **Date:**.....**Contract:**.....**Employer:**.....**Contract No.:**.....**Contractor:**.....I/We, the undersigned,
(Print name)in my/our capacity as of
(Print Capacity) (Company)

hereby confirm that the Contractor is the bona fide owner of the goods and materials described in the attached schedule and the Contractor hereby cedes assigns and transfers all the right, title and interest claim and demand in and due to the materials and goods described in the attached schedule in favour of the Employer

All rights of the Employer in and to this Cession shall become effective immediately upon the Contractor obtaining payment for goods referred to on the attached schedule (less payment of retention monies that may be validly retained in respect thereof) from which time forward the ownership of all the stated goods and materials will vest in and pass irrevocably to the Employer.

Notwithstanding the foregoing all risk or loss and/or damage to the said goods and materials whilst in the Contractor's stores up until such time that a Certificate of Completion is issued shall be the responsibility of the Contractor.

This Cession shall neither constitute a novation of nor amend the terms of the Contract existing between the Employer and the Contractor nor shall it in any manner vitiate any of the rights and obligations imposed on either party.

Signed by:..... **Date:**.....
for and on behalf of the Contractor.**Witnessed by:**..... **Date:**.....

(Note: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 6.10.1.5 of the General Conditions of Contract 2015).

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of COLTO Standard Specifications for Road and Bridge Works for State Authorities (1998 Edition) as referred to in the Scope of Work.
2. The units of measurements described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kiloliter
km	=	kilometer
km-pass	=	kilometer-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	liter
m	=	meter
mm	=	millimeter
m ²	=	square meter
m ² -pass	=	square meter-pass
m ³	=	cubic meters
m ³ -km	=	cubic meter-kilometer
MN	=	meganewton
MN.m	=	meganewton-meter
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1 000 kg)
W/day	=	Work day
3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
5. 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 tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. Where the Scope of Work requires detailed drawings or 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 for such items.
7. Items against which **Nil** or **zero (0)** is entered are to be considered to be fully priced and the Tenderer will provide the items in questions as specified at **zero (0)** or **Nil** price.
8. Rates are to be inserted in **black ink**. Any amendments must be neatly crossed and initialled. The use of correction ink is **NOT** permitted.
9. The Tenderer shall also fill in a rate against the items where the words Rate Only appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.
10. The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

11. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
12. Reasonable compensation will be received where no pay item appears 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.
13. The short description 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.
14. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the COLTO 1998 Standardized Specifications.

C2.2 PRICING SCHEDULE

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PART C3: THE SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employer's Objectives

Umdoni Municipality intends to reconstruct the existing storm damaged Gumede bridge in ward 16 to enable easy movement of traffic and people between adjacent villages which lie either side of the bridge. The project will ensure safe passage of storm water through the bridge while providing access to traffic in all weather conditions. This project is envisaged to improve livelihoods of local people through employment creation and local subcontracting of emerging businesses in the beneficiary community. Vehicular access will be greatly improved and public safety shall be enhanced through provision of adequate signage.

C3.1.2 Overview of the Works

The works involve the reconstruction of an existing storm damaged bridge and providing a more durable structure to accommodate standard 5 m wide approach road. In brief, the works involve:

- Construction of a bridge with total length of 7.12 m and width of 6.1 m and height of 1.8 m which is supported on a piled raft foundation.
- Construction of gabion wing walls and retaining walls
- Construction of approach road with gravel wearing course finish of 240 m total length.
- Installation of associated storm water management by means of side drains, mitre drains and culverts.
- Temporary stream crossing for construction vehicles.

C3.1.3 Extent of the Works

C3.1.3.1 Scope of Works

The works which involve the reconstruction of Gumede Bridge comprises, among other, the following:

- ▶ 0.17 ha of clearing and grubbing;
- ▶ 294 m³ of top soil removal;
- ▶ 439 m³ of subgrade construction compacted to 93 % Mod AASHTO;
- ▶ 198 m³ of subbase course compacted to 93 % Mod AASHTO;
- ▶ 190 m³ of gravel wearing course compacted to 95 % Mod AASHTO;
- ▶ Demolishing and disposal of existing bridge structure
- ▶ Casting of 9 no. of 300 mm auger piles
- ▶ 7.1 m long x 6.1 m wide bridge with 2 barrels of 1.8 wide x 1.8 high portals and 1 barrel of 2.4 m wide x 1.8 m high portals.
- ▶ 260 m² of concrete lined V- drains
- ▶ 6 no. pipe culvert crossings
- ▶ 116 m³ of gabions
- ▶ 8 no road signs

C3.1.3.2 Features Requiring Special Attention

C3.1.3.2.1 Labour Intensive Construction Methods

C3.1.3.2.1.1 General

The Contractor's attention is specifically drawn to the fact that certain aspects of the Works which can be executed using labour intensive methods, and semi-skilled labour, shall be carried out as such. The Employer's purpose in using labour intensive construction methods is to provide employment for as many of the unemployed people in the area as possible.

A list of local labour including their names and abilities (or trades if any) will be made available to the Contractor by the Community Liaison Officer (CLO). The CLO will be responsible for assisting the Contractor in sourcing local labour. As such, the Contractor will be required to submit labour requirements to the CLO for his swift action. The CLO shall ensure that the labour required by the Contractor is available within 24 hours.

The Contractor will only be allowed to use his own personnel in respect of specialized activities. Equipment such as picks and spades shall be supplied by the Contractor on a "lease-lend" basis to each "subcontractor". All manufactured materials shall be purchased by the Contractor and supplied to the "subcontractors" as necessary. The Contractor is at liberty to employ specific "subcontractors" for specific tasks, or to employ such "subcontractors" for a variety of tasks.

The method of payment and any other necessary agreement between the Contractor and his "subcontractors" shall

be drawn up by the Contractor himself. The Contractor is expected to declare the payment rates to the local labour prior to engagement and the dates for payment as well as the duration of employment. Any local labour disputes will be brought to the attention of the CLO. The Project Steering Committee will be required to assist the CLO on matters which cannot be resolved by him and which do not need the interference of the Engineer. However such shall be reported during monthly site meetings.

C3.1.3.2.1.2 Labour Intensive Aspects of the Works

With respect to the construction of the Works, labour intensive means that, with the exception of the following activities, all work associated therewith shall be carried out by hand:

- (a) Excavation of “hard rock” and “intermediate material”, as defined in Sub-clause 3303 COLTO 1998: Mechanical equipment such as trench excavator and jack hammers or air drills for blasting work may be used. For measurement and payment purposes this “intermediate material” will be classified as soft material.
- (b) Trench excavation in soft material for trenches greater than 1.2m in depth: Mechanical trench excavators may be used for the full depth of the trench.
- (c) Compaction of the trench bottom, pipe bedding, fill blanket and backfill material: Equipment such as plate compactors may be used.
- (d) Importation of bedding and selected backfill material from approved sources and the removal of surplus/unsuitable material to spoil sites: Digger-loaders and trucks may be used.
- (e) Mixing of concrete: Concrete mixers may be used.
- (f) Loading, transportation including that portion of the trip on site, and off-loading of all materials which have to be imported to the site from sources off the Site or which have to be removed from site and taken to destinations off the site: Trucks and mechanical lifting equipment may be used.
- (g) Loading, transportation on Site and placing of heavy components such as precast concrete manhole rings, transition slabs or adaptor slab for stormwater manholes: Digger-loaders, trucks and mechanical lifting equipment may be used.
- (h) Bitumen/asphalt: Vehicular sprayers/spreaders may be used.

C3.1.3.2.1.3 Documentation

Every fortnight the Contractor shall submit to the Engineer a schedule listing all the local labour employed on the project and giving the wages earned, sex, age and disability status. **No Payment Certificates will be processed without proof of employed labour which proof must accompany the certificate.**

C3.1.3.2.1.4 Drawings and Quantities are Provisional

All drawings and quantities issued with this document are preliminary. Prior to commencement of the construction, all levels and dimensions shall be carefully checked with the Engineer and be revised if necessary. It is the responsibility of the Contractor to engage an independent land surveyor or anyone of his choice to do a topographical survey of the existing terrain before any work can be done. Failure to carry out this task will result in the Engineer’s topographical survey being binding to all parties.

The quantities in the Schedule are provisional only and do not necessarily present the actual and final amount of work to be done. Unless otherwise stated, items will be measured nett in accordance with the drawings and actually installed and no allowance will be allowed for waste.

The contract amount for the complete contract shall be computed from the actual measured quantities of authorized work done to the satisfaction of the Engineer, valued at prices tendered against the respective items in the Schedule of Quantities.

It will be prudent for the Contractor to constantly liaise with the Engineer regarding work to be done since any extra work done by the Contractor which should have first been confirmed with the Engineer will not be paid. This also applies to buying of materials.

C3.1.3.2.1.5 Safety Regulations

Both the “Factories, Machinery and Building Work Act (Act 22 of 1941)” and the “Machinery and Occupational Safety Act (Act 6 of 1983)” must, wherever they appear in the COLTO 1998 standardized specifications, be replaced by the “Occupational Health and Safety Act (Act 85 of 1993)”.

C3.1.4 Location of the Works

The project site is located in ward 16 of Umdoni Municipality in Scottburgh within Ugu District Municipality.

The project site can be accessed by proceeding from Scottburgh by taking Dududu road and head north west for about 7.55 km before taking a right turn onto a gravel road for about 1.6 km to arrive at the bridge in Amahlongwa area. The respective site coordinates are as shown in Table 1:

Table 1 **Bridge locality coordinates**

Road Name	Coordinates	
Gumede Bridge	30°14'00.59" S	30°43'59.66" E

The site falls within a sparsely built up communal lands and Plate 1 shows the aerial view of the project site. Also, drawings C000-01 to C000-04 show the project area relative to the provincial boundaries, district municipal boundaries, ward and the locality of the project site

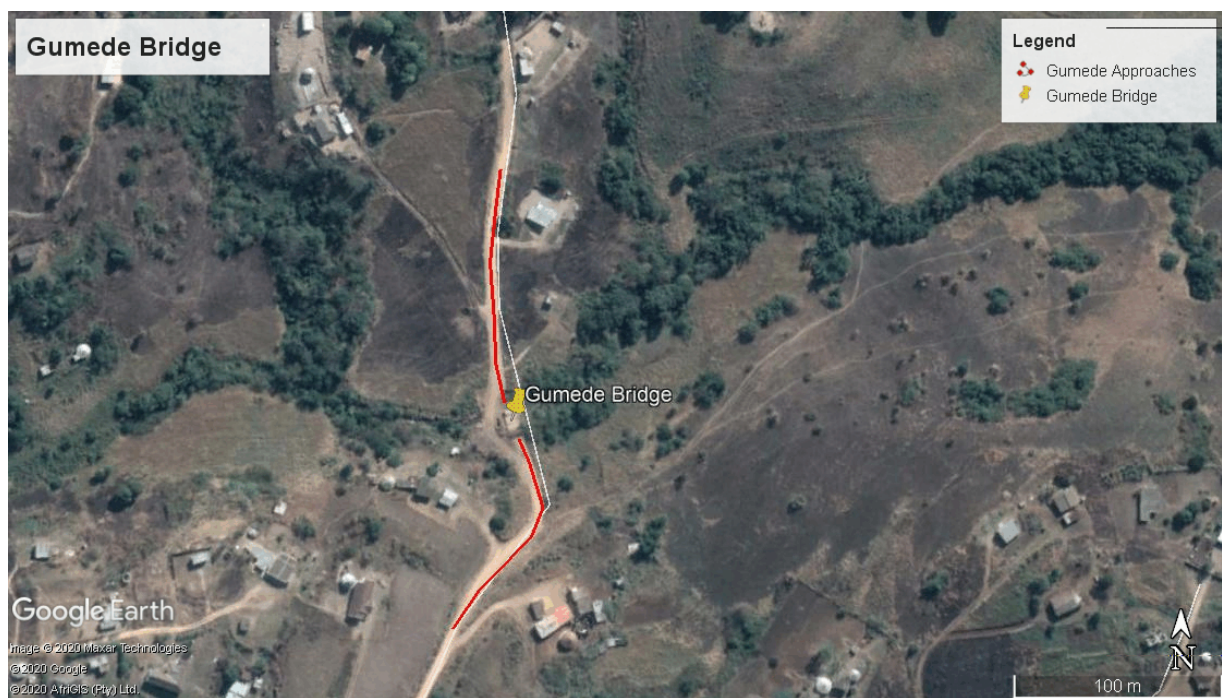


Plate 1 Google earth image of Gumede bridge location

C3.1.5 Temporary Works

Temporary stream diversion and borrow pits used during the construction shall be remediated to the Engineer's satisfaction.

C3.2 **ENGINEERING**

C3.2.1 Design Services and Activity Matrix

WORKS DESIGNED	RESPONSIBILITY
Concept, feasibility and overall process	Engineer
Basic engineering and detail layouts to tender stage	Engineer
Final design to be approved for construction stage	Engineer
Temporary works	N/A
Preparation of as-built drawing	Engineer with data being provided by the contractor

C3.2.2 Employer's Design

The Employer or his agent shall be responsible for the design of the works.

C3.2.3 Design Brief

The Contractor will not be responsible for any design and hence there will be no design brief necessary.

C3.2.4 Drawings

C3.2.4.1 Contractor

The contractor shall be responsible for collecting and submitting all data for the production of as-built drawings by the engineer.

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. This information must be submitted monthly by the Contractor with his payment certificate, to the Engineer. The true positions, invert levels and ground levels of all services shall be indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings from the Engineer, at no cost.

The completion certificate shall only be issued after the Engineer has received a properly completed set of “**as built**” drawings from the Contractor. No separate payment shall be made for this service as all costs related thereto shall be deemed to be included in the related items. The software used for producing such as-built drawings shall be fully compatible with AllyCAD and/or AUTOCAD.

C3.2.4.2 Employer

The list of the drawings prepared by the Employer are reflected in the following table.

ITEM NO.	DRAWING NO.	DRAWING TITLE
1	C000-01	Provincial Layout
2	C000-02	District Municipality Layout
3	C000-03	Local Municipality Layout
4	C000-04	Locality Plan
5	C100-01	Drainage, Signs and Road Details
6	C100-02	Typical Concrete Access Slab
7	C100-03	Fence Details
8	C100-04	Project Name Board
9	C100-05	Typical Mitre Drain Details
10	C200-01	Gumede Access Road Layout With Background Image - Chainage 0 to 237
11	C200-02	Gumede Access Road Layout Without Background Image - Chainage 0 to 237
12	C200-03	Location of Gumede Bridge Layout With Background Image
13	C200-04	Location of Gumede Bridge Layout Without Background Image
14	C200-05	Temporary Stream Diversion
15	C300-01	Gumede Road Cross Sections - Chainage 0 to 237
16	C400-01	Gumede Road Long Section - Chainage 0 to 237
17	C600-01	Portal Culvert Bridge Layout
18	C600-02	Portal Culvert Bridge Sections
19	C600-03	Portal Culvert Bridge Foundation Details
20	C600-04	Portal Culvert Bridge Details
21	C600-05	Portal Culvert Bridge Top Slab Details
22	C600-06	Foundation Plan and Setting Out Details

C3.2.5 Design Procedures

Not applicable.

C3.3 PROCUREMENT

C3.3.1 Preferential Procurement Procedures

C3.3.1.1. Requirements

The Award Criteria as described in Annex A of SANS 10396:2003 will be applicable.

C3.3.1.2 Resource Standard Pertaining to Targeted Procurement

Not applicable.

C3.3.2 Subcontracting

C3.3.2.1 Scope of Mandatory Subcontract Works

Not applicable.

C3.3.2.2 Preferred Subcontractors/Suppliers

Not applicable.

C3.3.2.3 Subcontracting Procedures

Not applicable.

C3.3.2.4 Attendance on Subcontracts

The main contractor will attend to his subcontractor in all respects.

C3.4 CONSTRUCTION

C3.4.1 Works Specifications

C3.4.1.1 Applicable COLTO Standards

Although not bound in nor issued with this document, the COLTO Standardized Specifications for Road and Bridge Works for State Authorities (1998 Edition), as amended in Annexure, form part of this document. The term *project specifications* must be replaced by the term *scope of work* wherever it appears in these standardized specifications.

C3.4.1.3 Applicable National and International Standards

Not applicable.

C3.4.1.4 Particular/Generic Specifications

None

C3.4.1.5 Certification by recognized Bodies

Not applicable.

C3.4.1.6 Agreement Certificates

Not applicable.

C3.4.2 Plant and Materials***C3.4.2.1 Plant and Materials Supplied by the Employer***

No plant will be made available by the Employer.

C3.4.2.2 Materials, Samples and Shop Drawings

No samples are required.

No shop drawings are required.

All materials installed on the works shall be new, of quality, not defective and, if applicable, carry the SABS stamp of approval.

C3.4.3 Construction Equipment***C3.4.3.1 Requirements for Equipment***

The construction equipment shall be in good working order and be repaired within two working days if broken down. Replacement of equipment shall be necessary if the one broken cannot be put into operations within five days or its down-time is more than 40 hours in a month.

Equipment and plant return forms shall be completed on daily, weekly and monthly basis and shall be accessible for inspection by the Engineer during working hours. Only monthly plant returns shall be made available during monthly progress meetings.

The plant return forms attached in the Contract Forms shall be used for reporting.

C3.4.3.2 Equipment Provided by the Employer

The Employer will not provide any equipment.

C3.4.4 Existing Services***C3.4.4.1 Known Services***

The Employer will endeavor to provide drawings showing existing services. However, these may not be accurate and the contractor is urged to exercise care when excavating.

Overhead cables, poles, ballast to railway line, irrigation channels, etc. are to be treated as known services and payment for the protection thereof shall be deemed to be included in appropriate/associated items like excavation,

etc.

C3.4.4.2 Locating, Marking and Exposing of Services

The payment item for exposing services not shown on the drawings but indicated to the Contractor on site, will be measured in number or in cubic meter of excavation and will include for all hand excavation in all materials to expose the service, irrespective of the depth or type of service. Care must be taken not to damage services during hand excavation thereof. Any remedial work will be for the account of the Contractor.

C3.4.4.3 Treatment of Existing Services

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

C3.4.4.3.1 Protection of 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 services, these services, as well as telegraph or telephone poles, or any existing structures, shall be shored, struted or slung and sufficiently protected to ensure that no damage will be done to them until backfilling 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 protection of electric and GPO poles will be measured in number. Overhead services must be protected. No additional payment for protection of overhead services will be made and the cost must be included in the rates for excavation.

Protection of service 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 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.

C3.4.4.3.2 Connecting to Existing Services

One week prior to commencing work to connect into an existing service, the Contractor will notify the Local Authority and the Engineer in writing of his intention to do so. The rate provided in the Bill of Quantities shall include for all labour charges, since materials are measured separately.

C3.4.4.4 Use of Detection Equipment for the Location of Underground Services

The employer will request drawings showing existing underground cables (electric and data/voice) from relevant authorities which drawings shall be handed over to the contractor. Use of detection equipment to locate underground services is allowed and shall only be used on written instruction by the Engineer. The payment for such equipment shall be based upon proven costs and allowed overheads as per the Contract Data.

C3.4.4.4 Damage to Services

C3.4.4.4.1 Known Services

The contractor will be fully responsible for costs associated with damage to existing services caused by his actions.

C3.4.4.4.2 Unknown Services

Services which were unknown or which could not have been predicted to exist by the contractor will be paid by the Employer on materials and dayworks basis and only after the Engineer shall have determined that the services could not have been predicted to exist.

C3.4.4.5 Reinstatement of Services and Structures Damaged During Construction

The Employer or authority responsible for the damaged services as well as the Engineer shall be notified of the

damage within one hour by the Contractor. The contractor shall, in his notification, declare, in his opinion who is responsible for costs associated with repair. The Engineer shall agree or disagree with the contractor's opinion. The reinstatement shall be carried out in consultation with the authority involved.

C3.4.5 Site Establishment

C3.4.5.1 Services and Facilities Provided by the Employer

Some or most of the following services will be available at a cost to the contractor.

C3.4.5.1.1 Water

Potable water is not available on site.

C3.4.5.1.2 Electricity

Electricity is available on nearby site but its sufficiency and dependency cannot be guaranteed. Connection to the electric power can be arranged with **Eskom**.

C3.4.5.1.3 Telecommunication

There are no telecommunication lines in the project area. Generally, mobile reception is available but no guarantee is given on these services.

C3.4.5.1.4 Ablution facilities

The Employer will not provide any ablution facilities.

C3.4.5.1.5 Medical/First Aid facilities

There is a clinic or medical services within the Ward 17 where the project will be executed.

C3.4.5.1.6 Fire Protection Services

The Employer does provide fire fighting services but these services cannot be guaranteed to cover the project site.

C3.4.5.1.7 Sewage Disposal

There is no sewage disposal plant on site or within the ward.

C3.4.5.2 Facilities Provided by the Contractor

The Contractor shall provide for the use of the Engineer, maintain and service, as applicable, the items itemized in the Project Specifications.

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

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

C3.4.5.3 Storage and Laboratory Facilities

C3.4.5.3.1 Storage facilities

In terms of Subclause 1302(a) of Colto (1998 Edition), the Contractor shall provide sufficient suitable storage facilities on site. Perishable materials shall be protected against moisture, direct sunlight and contact with harmful chemicals, as applicable. The Contractor shall take steps to prevent damage to or the theft of any materials on site. No extension of time will be considered in respect of delays due to such damage or theft occurring.

C3.4.5.3.2 Laboratory

No laboratory facilities are required on site.

C3.4.5.4 Other facilities and Services**C3.4.5.4.1 Medical facilities**

The Contractor shall make medical facilities and safety equipment available, in accordance with the Occupational Health and Safety Regulations.

C3.4.5.4.2 Security Services

The contractor shall be responsible for providing security services for his equipment, plant, facilities, etc. on site. No extension of time nor costs will be considered in respect of delays due to theft occurring.

C3.4.5.4.3 Engineer's Offices

The engineer's office is required under this contract.

C3.4.5.5 Vehicles and Equipment**C3.4.5.5.1 Vehicles**

The Engineer does not need a site vehicle for this contract.

C3.4.5.5.2 Computers

No engineer's computer is required.

C3.4.5.5.3 Survey and Testing Equipment

The required survey equipment will be that reflected in the Project Specifications.

Testing associated with concrete strength shall be done by a laboratory approved by the Engineer.

C3.4.5.6 Advertising Rights

The Contractor is not authorized to advertize other than on the nameboard prescribed for the contract.

C3.4.5.7 Notice Boards

The notice board shall be as per the applicable drawing and labeling shall be provided by the Engineer at the commencement of the contract.

C3.4.6 Site Usage

The site shall only be used for the sole purpose of executing the works.

C3.4.7 Permits and Wayleaves

The Employer will be responsible for arranging permits to connect, for the purpose of the permanent works, on all services under different authorities. The Employer will also request drawings showing underground services from different authorities as necessary.

In general, the Employer will be responsible for obtaining wayleaves.

C3.4.8 Alterations, Additions, Extensions and Modifications to Existing Works

Some pipes will be cut off and blanked to isolate them from interconnecting with the two separate areas fed by different reservoirs. Connection to blanked-off pipes will also be part of the Works.

C3.4.9 Inspection of Adjoining Properties

In the event that blasting or any other activity that may have the potential to damage a building is to be carried out, the Contractor, CLO, Engineer, member of the project steering committee and the house owner will thoroughly

inspect the building as to existing cracks, structural condition and integrity in order to compile a report on the status quo of the building. The Contractor shall also take and keep pictures.

C3.4.10 Water for Construction Purposes

There is no potable water on site.

It will be deemed that the Contractor shall have included all expenses relating to procuring, transporting, storing and distributing water for construction purposes in the General Items. No extra payment will be made for water use and all expenses associated with sourcing (wherever so chosen by the Contractor) of water will be assumed to be covered in the Preliminary and General items and/or items which require use of water.

C3.4.11 Survey Control and Setting out of the Works

Setting out for the execution of the works is the responsibility of the contractor. The Employer will provide survey control points which have been previously coordinated to the Contractor before commencement of the work. It will be the responsibility of the Contractor to protect the control points and reestablish them if he damages them at his cost.

The setting out of the works shall be the responsibility of the Contractor and shall be dealt with in accordance with Clause 1206 of COLTO (Edition 1998).

C3.5 MANAGEMENT

Unless otherwise stated or provided for separately, all management activities shall be deemed to be priced in the General Items or any other appropriate and relevant items.

C3.5.1 Management of the works

C3.5.1.1 Applicable SANS 1921 Standards

SANS 1921-1: 2004 - Part 1: General Engineering and Construction Works.

SANS 1921-5: 2004 - Part 5: Earthworks activities which are to be performed by hand.

In the event that any conflict arises between these standards and the Scope of Works, the latter shall prevail.

C3.5.1.2 Particular/Generic Specifications

- Construction Health and Safety Specifications
- Environmental Management Plan
- HIV/AIDS Specifications

C3.5.1.3 Planning and Programming

C3.5.1.3.1 Submitted Program

It is a requirement of the contract that a program in bar chart form be submitted within the time stated in the Contract Data. The program will indicate the time during which parts of the work will be done. Such a program shall be submitted on a monthly basis for the approval of the Engineer and shall take into account the applicable construction period.

The Contractor shall submit an all inclusive program which will, among others, show how he proposes to finish the Works.

In addition to the requirements of Sub-Clause 5.6.2 of the General Conditions of Contract, the Contractor's program shall show:

- a. the various activities, related to a time scale, for each element of the Works, including those of Subcontractors or other Contractors, in sufficient detail to be able to assess construction progress;
- b. critical path activities and their dependencies;
- c. key dates in respect of work to be carried out by others; and
- d. key dates in respect of information to be provided by the Engineer and/or others.

In addition to the requirements of Sub-Clause 5.6.2 of the General Conditions of Contract, the Contractor shall submit with his program, a copy of any network diagram used in producing the program. If any change to the critical path occurs, the Contractor shall as soon as practicable notify the Engineer in writing. The Contractor's program and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

The Engineer may instruct the Contractor to put certain components of the Works at certain position in the program.

C3.5.1.3.2 General Allowances

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

- a. expected weather conditions and their effects,
- b. known physical conditions or artificial obstructions (e.g.; road crossings, fences, trees, pavements and existing lines and cables),
- c. dealing with existing services, and
- d. the accommodation and safeguarding of public access and traffic.

C3.5.1.3.3 Review of Progress

The Contractor shall review his progress fortnightly and should the progress be behind schedule by **more than two weeks**, he shall then submit a revised program and method statement of how he proposes to make up the lost time.

If, in the opinion of the Engineer, the revised program will not make up the lost time, the Engineer shall have the right to issue a reorganization order to the Contractor to ensure that an acceptable program is produced. All expenses as a result of the reorganization shall be at the Contractor's costs.

C3.5.1.4 Sequence of the Works

The Contractor will be responsible for planning and sequencing all activities towards executing the project.

C3.5.1.5 Software Application for Programming

The software to be used by the Contractor shall be MS Projects or any other equivalent software.

C3.5.1.6 Methods and Procedures

C3.5.1.6.1 Cleanliness of the Site

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.

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

C3.5.1.6.2 Protection of Trees and Shrubs

The Contractor shall:

- take all precautions to prevent:
 - the erosion of soils and/or
 - loss of or injury to domestic and other animals on any property used or occupied by the Contractor;
- refrain from destroying, removing or clearing trees, timber and scrub to any extent greater than is necessary for the execution of the Contract;
- take care to cause the minimum of disturbance to the fauna and flora;
- take precautions to keep the risk of fire to a minimum;

- arrange that timber for firewood be obtained only from such places as may be approved by the Engineer;
- take such measures as to ensure that his employees are aware of all laws and restrictions governing the hunting, disturbing, capturing or destroying of animals and birds in the vicinity of the camp or the Works or the taking of fish from any water; and
- prohibit all firearms from the site and temporary camps.

C3.5.1.6.3 Blasting Operations

No blasting will be permitted within 10 m of any structure, pipeline, or service unless the Contractor can satisfy the Engineer that his proposed blasting methods and controls are such that no damage will be caused to the adjoining structure, pipeline or service.

In any event the Engineer will require the Contractor to plan and execute each blast in such a manner as to ensure that no damage will be caused to any structure, pipeline or service. In addition, the Engineer will require vibro-recordings to be taken at no additional cost to the Employer. No blasting is to be carried out in Eskom servitudes or way leaves unless the Eskom authorities have been advised in writing three weeks prior to blasting. Where blasting is done adjacent to power lines, the Contractor shall arrange for a representative of Eskom to be present prior to and during any blasting.

C3.5.1.6.4 Borrow Pits and Disposal of Excess Materials

The Employer will identify an appropriate borrow pit from where road construction materials will be sourced. The area where excess materials can be disposed of will be indicated to the Contractor by the Engineer. Both the borrow pit and the disposal site shall be finished to the satisfaction of the Engineer.

C3.5.1.6.5 Work on or Adjacent to Structures or Services

When work is being executed on or adjacent to structures and services, great care should be exercised not to cause any damage or failure to them. The Contractor may need to provide protection for the structure or service. At any rate, the Contractor shall keep handy all contact details of the owners or operators of the structures and services. In the event of damage, the responsible owner or operator shall be advised together with the Engineer in writing within 24 hours. This correspondence should be preceded by a telephone call which shall be made immediately the failure or damage is noticed.

C3.5.1.6.6 Management and Disposal of Water on the Site

The Contractor shall direct all water from whatever source away from the construction area but not to trafficked roads and residential sites. If open channels are not suitable for dealing with water, then water tanks shall be used to suck or pump the water and dispose of it at places or areas indicated by the Engineer.

Payment related to dealing with water is deemed to be included in the rates.

C3.5.1.6.7 Access, Roads, Maintenance of Accesses and Walkways

The road to the borrow pit, disposal area and other sites supporting the construction works shall be maintained by the Contractor for his use. Dust and nuisance shall be kept to a minimum in order not to affect operations on site. No separate payment shall be made for this item and it will be deemed that the overhaul rate includes for this activity.

C3.5.1.6.8 Cooperation with Others on the Site

The Contractor must take note that other Contractors may be on the same or adjacent sites. The Contractor shall, through the Engineer, liaise with these Contractors to ensure the smooth and uninterrupted operation of all contracts. If no specific item is included in the Preliminary and General Section, allowance for these operations shall be made in the tendered rates and no additional compensation or claims will be certified or evaluated for delays or costs that may result from work on the site by others.

If an item is included in the Schedule of Quantities, payment thereof will be made as a lump sum split over period of interaction between or among the contractor. Payment of this item will be deemed as full compensation for delays, disturbances, access, etc and no other compensation or claim will be considered or certified.

C3.5.1.6.9 Existing Premises and Adjoining Properties

When excavating within sites with existing premises, the site owner shall be notified and under no circumstances shall a trench be left open overnight.

C3.5.1.6.10 Dealing with Underground and Other Existing Services, Cable and Pipe Trenches and Covers

Any service found underground shall be assumed live or operational and shall be cared for appropriately until proven otherwise. Before executing the works, the Contractor shall compile a list of authorities responsible for the expected services. Their contact details should be within reach for in case a damage occurs.

Any service found which does not reflect on the drawing for existing services shall be so noted in the drawing and the relevant authority advised as such.

C3.5.1.6.11 Dealing with Objects of Historical or Environmental Interest

Any historical or environmental objects of interest discovered during the project execution shall be safely kept and delivered to the Employer within 48 hours. Under no circumstances should existing graves be dug.

C3.5.1.6.12 Title to Materials from Excavation and Demolition

Any materials of interest found during excavation shall be safely kept and delivered to the Employer within 48 hours. This excludes demolition materials whose rights will vest with the Contractor.

C3.5.1.6.13 Site Records

All site records (site request book, visitor's book, daily activity book, etc.) shall be kept till the issue of Certificate of Completion.

C3.5.1.6.14 Hours of Work

The hours of work shall be those reflected in the Contract Data. Contractor employees and his sub-contractors shall conduct themselves in a good and constructive manner while on site.

C3.5.1.6.15 Noise, Dust, Water, Waste and Other Impediments

The Contractor shall exercise due care to reduce noise, dust, water, waste and other impediments. In addition, his actions should not encourage soil erosion and in the event that soil erosion occurs, the Contractor shall provide mitigating measures.

Dust should be controlled by spraying with water and waste shall be disposed of appropriately. No separate payment shall be made since this activity shall be deemed to fall under Environmental Management Plan which is separately priced.

C3.5.1.6.16 Checking Work of Others

The Contractor will not be responsible for checking works of other contractors.

C3.5.1.6.17 Access for Other Contractors

The Contractor shall at all times not block access to other Contractors on site and shall advise the Engineer of any other contractor that needs to work close or adjacent to where the Contractor is working. Both contractors shall exchange contact details.

C3.5.1.6.18 Giving Notice of Work to be Covered up

The Engineer shall be advised in writing and be given adequate notice for any intention by the Contractor to cover up work.

C3.5.1.6.19 Scaffolding and Temporary Works

Any scaffolding to be erected on site shall be erected by a properly qualified person.

C3.5.1.6.20 Care of the Works, Plant and Materials

The Contractor shall remain responsible for caring of the works, plant and materials installed until the commencement of the Defects Liability Period.

C3.5.1.6.21 Establishing and Removing Equipment from the Site

The Contractor, Engineer and the CLO shall decide where the Contractor should put his camp. Upon removal of equipment from site, the Contractor shall reestablish vegetation in order to reduce the possibility of erosion.

C3.5.1.6.22 Samples and Mock Ups

At the start or any time during the project execution, the Engineer may, with the Contractor, establish a test/quality section which would serve as a benchmark for the rest of the applicable work.

C3.5.1.6.23 Progress Photographs

The Contractor shall take and keep pictures of excavated trenches, completed bedding, manhole construction, etc. to depict progress and keep records of site activities. In general, the photographs should be sufficient to give an idea of construction progress. The pictures taken shall be of e-mail quality and jpg format. The frequency of picture shall be determined by the contractor but in general shall be taken every other day. Data to be reflected on the photographs includes date and time if possible.

C3.5.1.6.24 Maintenance Until Completion

The Contractor shall maintain all installed infrastructure until it gets handed over to the Employer after which the Defects Liability Period will be in effect.

C3.5.1.6.25 Plant Codification

There is no plant that would need to be codified.

C3.5.1.6.26 Training of Operators

Not applicable.

C3.5.1.6.27 Materials Storage Facilities and Samples for Tests and Inspections to Be Provided

The Contractor shall arrange for all his storage facilities and any samples which are to be kept for use by the Engineer to be safely kept. The Contractor shall conduct his test prior to calling the engineer to witness a test. All testing and sampling shall be in accordance with the Scope of Works.

C3.5.1.7 Quality Plans and Control

The Contractor shall test his works in accordance with the specifications and shall not conceal any failed product. There may be instances where the Engineer approves a test section which shall form a standard for all the site works. In that instance therefore, the Contractor would be assumed to have maintained the standard throughout the execution of the project.

No quality plan document is required of the Contractor but it will be expected of him to have a system of checking and confirming quality on site before such work is to be tested by the Engineer as the case may be.

C3.5.1.8 Environment

The Contractor shall develop his own plan to minimize dust nuisance, erosion, quagmire conditions, noise level, pollution of streams and any other activity that may have a detrimental effect on the environment.

The Contractor shall **provide a plan** to the Engineer stating his physical plan of project execution. This plan will not necessarily be approved by the Engineer, but he may provide comments on it for action by the Contractor.

C3.5.1.9 Accommodation of Traffic on Public Roads Occupied by the Contractor

As part of good construction monitoring activities, the Contractor will provide signage where public transport or access may be interrupted. Vehicular access interruption to site should be kept at a minimum. That is, at close of business everyday, each resident should be able to access his site with a vehicle unless proper arrangements have been made with the affected party in writing.

The work will take place in built-up areas and the Contractor shall take this into account in his program and methods of construction. He shall take special account of the following:

- (a) Pedestrian access to each erf, and
- (b) Vehicular access to specific erven can be restricted only after notice in writing, at least two days before construction.

Any additional cost incurred by the Contractor due to the above will be deemed to be covered by the tendered rates.

C3.5.1.10 Other Contractors on Site

In the event that other Contractors are assigned through separate contracts to work within or close to the site, the Employer will, if at all possible, advise the Contractor of such contractors.

C3.5.1.11 Testing, Completion, Commissioning and Correction of Defects

The Contractor is required to carry out his own process control testing and leveling at his cost, but if he so wishes, and agrees to abide by the results of the Engineer's acceptance control tests, he may dispense with his own tests. However, should the Contractor wish to use the Engineer's testing facilities, he will be charged for the various tests at the rates ruling at the time. The process control testing and leveling costs are deemed to be included in the applicable work items.

Any additional tests requested by the Contractor, or any retests required due to failure of the initial tests, will be charged to the Contractor at the rate ruling at the time.

The Contractor shall carry out all testing as prescribed in the Scope of Works or the Project Specifications. He must first satisfy himself that the minimum test criteria has been attained before calling upon the Engineer to test or witness the test.

The Contractor will be fully responsible for making corrections to the defects found on the Works prior to commissioning as appropriate and necessary.

C3.5.1.12 Recording of Weather

On daily basis, i.e. Monday to Sunday, the Contractor will take rain gauge measurements at 08h00. The rainfall data shall be kept in such a way that it is available for inspection by the Engineer and that the records are safe and written in black ink.

C3.5.1.13 Format of Communication

All communication shall be in writing and be transmitted through post, hand-delivery or by fax. An electronic communication must be followed by a telephone call to confirm receipt. All electronic communication should be sent in duplicate meaning that it must be sent to at least two recipients of the Engineer, Contractor or other. This will help guard against lost emails or those that are not responded to by the intended recipient.

The pro formas for site instructions and site requests are attached in Annexes.

C3.5.1.14 Key Personnel

The Contractor shall ensure that he deploys competent and adequate personnel on site at all times.

C3.5.1.15 Management Meetings

One of the key success factors for this project is continuous communication between the contractor and community

representatives. Community participation must be allowed through the CLO. The Contractor will, therefore, be required to provide, as one of the permanent project staff, a project facilitator to liaise and communicate with the community and the labor force.

The CLO must be appointed and paid for by the Contractor for the duration of the contract.

All management meetings shall be attended by the following institutions who will have delegated authority to represent their institutions:

- ▶ Umdoni Municipality
- ▶ Vuba Imagineers
- ▶ CLO
- ▶ Contractor

Monthly management meetings shall be arranged once the contractor is on site. Monthly technical meetings will only be attended by the Engineer and the Contractor.

Dates for all meetings will be publicized at project commencement.

The required minimum floor area for the place where meetings will be held will be 20 m².

C3.5.1.16 Forms for Contract Administration

The Contractor is expected to fill in the forms provided in the Annexure and will be discussed during monthly management meetings. These forms will assist to capture plant, rainfall readings, labor, etc. Further forms relating to labor returns will be provided to the successful tenderer.

These forms are available electronically and may be requested from the Engineer.

C3.5.1.17 Electronic Payments

The Contractor will be expected to provide full banking details in order to assist the Employer in effecting electronic payments. The minimum information required is:

- ☐ Account holder
- ☐ Account number
- ☐ Branch code
- ☐ Branch name
- ☐ Bank name

C3.5.1.18 Daily Records

The Contractor shall keep a daily record of the work force, plant and activity schedule (daily site diary) and such should be available for inspection by the Engineer or authorized individuals.

C3.5.1.19 Bonds and Guarantees

The guarantees and bonds shall be delivered to the Engineer at the address shown in the Contract Data.

C3.5.1.20 Payment Certificate

Measurements for use in preparing claims shall be done by both the Contractor and the Engineer during agreed days. **The Contractor shall not submit payment claims of less than R100 000 excluding VAT since such will not be processed.**

C3.5.1.21 Permits

No permits are required by the Contractor's staff members to gain entrance to site.

C3.5.1.22 Proof of Compliance with the Law

It will be expected that the Contractor will, at all times comply with all applicable laws. However, the Employer may, at his discretion, request proof of compliance with specific laws related to the project.

C3.5.1.23 Insurance Provided by the Employer

The Employer shall effect insurance of the Works after the issue of the Completion Certificate. The insurance, however, will not absolve the Contractor from his responsibilities during the Defects Liability Period.

C3.5.2 Health and Safety

Both the “Factories, Machinery and Building Work Act (Act 22 of 1941)” and the “Machinery and Occupational Safety Act (Act 6 of 1983)” must, wherever they appear in the COLTO 1998 standardized specifications, be replaced by the “Occupational Health and Safety Act (Act 85 of 1993)”.

C3.5.2.1 Health and Safety Requirements and Procedures

The Department of Labour must be informed of the intention to commence work by use of the form bound with the forms that are to be filled by the Contractor. In addition, the Contractor’s Health and Safety Plan shall be submitted by the Contractor after acceptance of the offer. The Contractor’s Health and Safety Declaration must also be completed. The HIV/AIDS forms attached in ANNEXES should be completed and submitted as necessary.

C3.5.2.2 Protection of the Public

In areas where public access was prevented, the Contractor shall ensure that when the barriers are removed, safe public access is enhanced.

The Contractor shall erect danger tapes where necessary to identify, for the public, any danger zones. Danger zones will include, among others, dug holes and trenches not yet backfilled. The cost of the erection, maintenance and removal of danger tapes will be deemed to be covered by the rates for the establishment of facilities for the Contractor.

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

As the various work sites fall within residential areas, the Contractor shall take special precautions to prevent public access to any danger areas.

C3.5.2.3 Barricades and Lighting

When the Contractor, after obtaining permission, has to work during night time, the proper lighting and barricading shall be done during the day such that it functions as expected at night.

All areas where excavation is not yet backfilled shall be barricaded by means of red danger tape as an absolute minimum. Barricading for extended periods of time will not be acceptable. The Contractor may have to consider backfilling.

If the natural light is inadequate for the type of work to be undertaken, the Contractor shall, at his own expense, provide adequate lighting.

C3.5.2.4 Traffic Control on Roads

All construction vehicles shall carry and operate warning lights. Where right of way is required by the construction vehicles, proper signage or control must be in place.

C3.5.2.5 Measures Against Disease and Epidemic

In order to prevent the spread of diseases and explosion of epidemics, sanitary conditions should prevail on site at all time. Quagmire conditions should be reduced and/or prevented. Appropriate protective clothing and sanitizers must be made available to site staff at all times. Covid 19 protocols shall be observed at all times.

C3.5.2.6 AIDS Awareness

The HIV/AIDS specifications reflect the minimum that a Contractor should abide by. Appropriate forms that should be used to report on HIV/AIDS awareness are contained in ANNEXES.

ANNEXES

A.1 PROJECT SPECIFICATIONS

C5.2 PROJECT SPECIFICATIONS

VARIATIONS TO STANDARD SPECIFICATIONS

1. STANDARD SPECIFICATIONS

Where reference is made to Standard Specifications in the Contract documents, it shall mean the **COLTO Standard Specification for Road and Bridge Works 1998 Edition**.

2. PROJECT SPECIFICATION CLAUSES REFERRED TO IN THE STANDARD SPECIFICATIONS, AND AMENDMENTS AND ADDITIONS TO THE STANDARD SPECIFICATIONS

In certain clauses the COLTO Standard Specifications allow a choice to be specified in the Project Specification between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specification. It also contains the necessary additional Specifications (apart from those included in other parts of the Project Specification) required for this Contract.

The clauses and payment items in this part of the Project Specification are preceded by a “PS”, followed by a number corresponding to the number of the relevant clause or payments item in the Specifications. New clauses and payment items not covered by clauses or payment items in the Standard Specification have been included and have also been designated with the prefix “PS” followed by a new number with an asterisk (*) placed superior to the number. Such clauses and items have been given a new number following upon the last number used in the particular section of the COLTO Standard Specifications referred to.

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

PS1205 WORKMANSHIP AND QUALITY CONTROL

Add the following:

The cost of the Engineer's quality control tests shall be included as a provisional sum. If however, the Contractor disputes any of the Engineer's test results, the Engineer may order that an independent laboratory should repeat such tests. If the results of the independent Laboratory confirm the Engineer's results, the Contractor shall pay for the cost of the Employer.

PS1207 NOTICES, SIGNS AND ADVERTISEMENTS

Replace the last paragraph with;

The nameboards shall be removed by the Contractor before the issue of the Final Approval Certificate.

PS1209 PAYMENT

(b) Rates to be inclusive

Add the following to the first paragraph:

VAT shall be excluded from the rates and provided for as a lump sum in the Summary of the Bill of Quantities.

(e) Materials on site

Insert the following paragraph after the last paragraph.

Before payment of materials on site is made, the Engineer may demand that the Contractor provide proof that:

- (i) material have been paid for and that ownership vests with the Contractor;*
- (ii) the material are insured for their full value; and*
- (iii) if the Contractor has not made full payment, a written undertaking shall be given by the owner to transfer ownership to the Contractor.*

The Contractor hereby agrees and accepts the ownership of materials on site, fully insured by the Contractor, shall transfer to the Employer on payment of such monies in terms of this clause.

(g)* Brandnames

Where materials have been specified by brandnames, the rates tendered will be held to have been based on that material. Other similar materials may be submitted to the Engineer for approval.

PS1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Amend the sub-clause as follows:

In (d) after the word **medians** insert, *sidewalks, pedestrian, pathways*

Add the following to the list:

- (i)* the trimming and landscaping of all diversion, spoil site, borrow-pits and quarries.*

PS1214 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVES AND OF SERVICES MOVED, DAMAGED OR ALTERED

- (a)(iii)* the Employer will arrange for the right of access to any land outside the road reserve which the Contractor, with the approval of the Engineer, wishes to temporarily use or occupy, for the purpose of a borrow pit, spoil area, haul or construction road, traffic diversion, stockpiling of material, crushing plant or work area.*

In all such cases the Contractor shall not be required to pay compensation to the owner of the land, nor will he give

any undertaking or make any promises towards landowners in this regard. The Employer himself will enter into negotiations with landowners and will then pay any compensation applicable directly to the owners.

Replace Sub-clause (b)(ii) with the following:

Compensation, if applicable, for land taken or for land temporarily used or occupied outside the area provided by the Employer.

(f)* Clearance agreements from landowners

The Contractor shall provide the Engineer with copies of all written agreements obtained from landowners under Sub-clauses (b) to (e) before the Final Certificate will be signed by the Engineer. Should any of the written agreements not be obtained from any of the landowners, the maintenance period, together with all its obligations, will be extended until such time as all the certificates are obtained.

The acquiring of any certificate shall not free the Contractor from the carrying out of his obligations to the affected landowner.

PS1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

At the end of paragraph **Method (I) (Rainfall formula)**, append the following:

Rain data applicable will be that reflected in subclause 42.2 of the Special Conditions of Contract.

PS1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

Add the following at the end of sub-clause (a)

The Contractor shall be fully responsible for the protection of underlying pavement layer and the draining and/or keeping dry of such excavations, and his planning shall make provision for the speedy back-filling and/or drainage of excavations during wet periods.

PS1230* PLANS AND OTHER INFORMATION

The reduced drawings forming part of the tender documents shall be used for tender purposes only.

Any information in the possession of the Contractor, which is required by the Engineer for completing his as-built drawings, shall be supplied to the Engineer before a Certificate of Completion will be issued.

Only figure dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply any dimensions which may have been omitted from the drawings.

PS1231* PROTECTION OF TREES AND OF AREAS ADJACENT TO THE SITE

The Contractor shall ensure that no damage whatsoever is caused as a result of his operations or otherwise by his workmen in the areas adjacent to the Site.

No trees shall be felled without the written permission of the Engineer. Trees that are not to be felled shall not be mutilated in any way. No firewood may be collected.

No fires may be lit except at places approved by the Engineer. The Contractor shall ensure that the fire hazard on and near the Site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out.

Burning of vegetation and trees cleared from the site and/or any other material may only be done on site if permitted in writing by the Engineer, and shall then be strictly controlled by a competent supervisor, shall be carried out strictly in accordance with any directions given and shall be carried out solely at the risk of the Contractor.

The Contractor shall remove rejected and surplus material, debris and rubbish at the earliest opportunity and shall on a day-to-day basis keep the Site neat and tidy to the satisfaction of the Engineer.

All scarred areas, borrow and spoil areas, cut and fill slopes, all temporary haul and access roads and tracks and any other areas where the vegetation has been removed or damaged, shall be reinstated to restore the area as possible to its original state. Such reinstatement shall include the removal of refuse, debris and construction infrastructure and materials, the scarifying of all hardened surfaces, the replacement and spreading of unused material, the correction of drainage deficiencies to provide free drainage, the flattening of cut and fill slopes and the shaping and trimming of surface, all as necessary or as directed by the Engineer.

PS1232* DEALING WITH WATER ON WORKS

For the purpose of meeting the requirements of Clause 1217, the Contractor shall provide, operate and maintain in sufficient quantity such pumping equipment, well points, pipes and other equipment as may be necessary, and he shall also provide any sumps, furrows, cofferdams and other temporary works as may be necessary to minimize damage, inconvenience or interference.

The cost of dealing with water will be held to have been included in the tendered rates of the items where dealing with water is required.

In all cases, the Contractor will be held to have made himself thoroughly conversant with Site conditions and allowed accordingly in his tender.

The Contractor shall be responsible for handling all flow in the river and subsurface water in such a way that construction can proceed with minimum risk and at no time shall river flow be blocked. To this end, the Contractor shall divert flow around the working area(s) to the Engineer's approval. The Contractor shall take particular care to ensure the safety of the Works against damage by flooding.

PS1233* MEASUREMENT AND PAYMENT

Except as provided for hereinafter the Contractor's obligations under Section 1200 will not be measured and paid for separately and compensation for the work involved in complying with these obligations will be deemed to be covered by the prices tendered for the various items of work included in this Contract.

Item	Unit
PS12.01* Excavation for Location, Protection, or Shifting of Existing Services	
(a) Excavating soft materials with pneumatic tools, back-actors or similar mechanical equipment within the following depth ranges below the surface level:	
(i) 0,0 m to 1,5 m	cubic metre (m ³)
(ii) 1,5 m up to 3.0 m	cubic metre (m ³)
(b) Extra-over for excavation in hard material irrespective of depth	
(i) Extra-over sub-item PS12.01 (a)	cubic metre (m ³)

The provision of Clause 2218, Item 22.01 shall apply mutatis mutandis to Item PS12.01 expect that a distinction will also be made between excavations made with mechanical/pneumatic tools and those made with hand tools.

Item	Unit
PS12.02* Back-filling of Excavations Made for Locating, Protecting, Adjusting or Shifting Existing Services	
(a) Using the excavated materials	cubic metre (m ³)

(b)	Using the imported selected material	cubic metre (m ³)
(c)	Extra-over items PS12.02 (a) and (b) for stabilising with 3% Ordinary Portland Cement	cubic metre (m ³)

The provisions of Clause 2218 Item 22.02 shall apply mutatis mutandis to Item PS12.02.

Item	Unit
PS12.03* Overhaul of Excavated and Backfilled Materials Hauled in Excess of the 1,0 Km - Freehaul Distance Applicable to Items PS12.01 and PS12.02 but Excluding Ordinary Portland Cement	m ³ - km'

The provisions of Clause 2218 Item 22.25 shall apply mutatis mutandis to Item PS12.03.

Item	Unit
PS12.04* Keeping Pavement Excavation Dry	square metre (m ²)

The tendered rate shall include full compensation for all activities required to keep pavement excavations dry throughout the construction period.

Payment will only be made for pavement excavations opened in existing paved roads, which are to be reconstructed.

Item	Unit
PS12.05* Temporary River Crossing	
(a) Construction, maintenance and removal on completion of temporary river crossing for Contractor's purposes	lump sum

Item	Unit
PS12.06* Use of Local Labour	
a. In-service training of local labour	lump sum
b. Management of local labour	lump sum
c. Community Liaison Officer: Allowance for Total remuneration paid	Prov. Sum
(d) Profit on Item (c)	%

EXPLANATION

- (a) Payment of the lump sum tendered shall include full compensation for the cost of additional training including supervision, materials, plant, time and other incidentals necessary for the in-service training of local labour and will be made on a pro rata basis of the actual number of person-days worked against the total person-days tendered for local temporary labour.
- (b) Payment of the lump sum tendered shall include full compensation for any additional costs of management of local labour not included in other scheduled items such as the costs of increased supervision, administration and management and will be made on a pro rata basis of the actual number of person-days worked against the total person-days tendered for local temporary labour.

- (c) Payment to the Community Liaison Officer shall be an all inclusive amount which will be paid directly to the CLO.

Item		Unit
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PS12.07* Quality Assurance Testing and Monitoring

- | | | |
|-----|--|--------------|
| (a) | Engineer's quality assurance testing and monitoring exclusive of the Contractor's quality control testing and monitoring | Prov.
Sum |
| (b) | Profit on Item (a) | .% |

The tendered rate shall include costs associated with carrying out, by the Engineer, tests (compaction, materials parameters, concrete tubes, etc.) and monitoring (levels of finished layers, etc.) to confirm attainment of specifications. Any failed tests shall be at the cost of the Contractor. The Contractor's quality control testing and monitoring is deemed to be included in tendered sums relevant to the testing and monitoring of the specific items.

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

PS12.08* Geotechnical Investigations

- | | | |
|-----|---------------------------------------|--------------|
| (a) | Foundation investigations for bridges | Prov.
Sum |
| (b) | Borrow pit investigations | Prov.
Sum |
| (c) | Profit on item (a) | % |

The tendered rate shall include costs associated with carrying out, by the Engineer, materials selection, sampling, shallow and deep foundation investigations, borrow pit location and assessments, etc.

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

PS12.09* Topographical Surveys

- | | | |
|-----|---|--------------|
| (a) | New or extension of topographical surveys | Prov.
Sum |
| (b) | Profit on item (a) | % |

The tendered rate shall include costs associated with carrying out, by the Engineer, of all topographical surveys be they new or extension to existing for design purposes.

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

PS12.10* EIA/EMPr auditing, monitoring and evaluation

- | | | |
|-----|---|--------------|
| (a) | Compliance monitoring of EIA/EMPr during construction | Prov.
Sum |
| (b) | Profit on item (a) | % |

The tendered rate shall include costs associated with carrying out, by the Engineer, all auditing, monitoring and evaluation of the approved EIA/EMPr.

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

PS12.11* Health and safety auditing, monitoring and evaluation

- | | | |
|-----|---|-------|
| (a) | Compliance monitoring with health and safety issues during construction | Prov. |
|-----|---|-------|

Sum

(b) Profit on item (a) %

The tendered rate shall include costs associated with carrying out, by the Engineer, all auditing, monitoring and evaluation of the approved Health and Safety aspects.

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

PS12.12* Dealing with existing services

(a) Allowance for dealing with existing services	Lump Sum
--	-------------

The unit of measurement shall be a Lump Sum spent only after written instruction from the Engineer is received by the Contractor. Before payment is made, the Contractor together with the Engineer shall evaluate the costs associated with dealing with that specific service and only after an agreement shall have been reached will commencement of operations be authorized.

The tendered rate shall include full compensation for protecting, removing and relaying and backfilling underground services in accordance with the Engineer's instructions. Excavation will be measured and paid for elsewhere. All overhead services are deemed to be included in the tendered rates and no separate payment will be made for protecting and dealing with overhead services save if the service needs to be relocated in which case it will be paid under this item.

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

PS12.13* Engineer's construction monitoring for the duration of the contract

(a) Allowance for remuneration of the Employer's Agent for carrying out full time construction monitoring	Prov. Sum
---	--------------

(b) Profit on Item (a)	%
------------------------	---

SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**PS1302 GENERAL REQUIREMENTS**

- a. Camps, constructional plant and testing facilities

The offices of the contractor will also be used by the engineer only for holding site meetings. Consequently, such offices shall be furnished to allow delegates as contemplated in Paragraph C3.5.1.15 of the Scope of Works.

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

PS1402 OFFICES AND LABORATORIES

(h) Communication System

Replace Sub-clause (h) with the following:

The Contractor shall supply airtime to the Engineer for use on prepaid mobile phone by his staff.

PS1407* SURVEY EQUIPMENT

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

- a. 1 x tachometer capable of reading to 20 seconds of arc with tripod,
- b. 1 x engineer's automatic level with tripod,
- c. 1 x aluminium level staff with bubble,
- d. 1 x steel tape of length 30 m, and
- e. all steel and wood pegs, concrete, hammers, picks, etc., that the Engineer may require.

The Contractor shall provide proof, at the start of the Contract, that the level have recently been serviced by an acceptable institution and shall, throughout the construction, service and maintain all survey equipment and he shall insure same and indemnify the Employer and the Engineer against all claims for loss, breakage or theft of such equipment.

On completion of the Works, the equipment will be returned to the Contractor.

PS1406 MEASUREMENT AND PAYMENT

Item	Unit
PS14.03 Office and laboratory fittings, installations and equipment	
(a) Items measured by number	
Add the following sub-items:	
(xix) Rain gauge	. num b e r (No)
(xx) Contract nameboard	numb e r (No.)

SECTION 1500: ACCOMMODATION OF TRAFFIC**PS1502 GENERAL REQUIREMENTS**

Replace the heading of Clause 1502 (a) with:

Handing Over of Site

and precede the first paragraph with the following:

The entire site will be handed over to the Contractor at the commencement of the contract.

(j)* Use of the road by the public

The Contractor shall make every effort to reduce the degree of inconvenience to the traveling public. The Contractor and his workmen shall act in a courteous manner in all dealings with the public.

Failure or refusal by the Contractor to take the necessary precautions for the safety and convenience of the public as set out in the specifications or as ordered by the Engineer or required by Statutory Authority, shall be sufficient cause for the Engineer to close down all work under the contract until such time as the Contractor has complied with all requirements.

(k)* Construction vehicle and equipment

The Contractor shall fit amber flashing lights to all vehicles and plant used on the site in such a way that they are visible from any direction. The flashing lights shall be maintained in good working order and shall be switched on while the engine of the vehicle is running.

Rotating amber flashing lights shall be of the magnetic type. The traveling public shall have the right of way on public roads and the Contractor shall control the actions of his workmen and the movement of his equipment and vehicles in such a way that they will not constitute a hazard to the traveling public.

No specific payment will be made for any of the requirements in this sub-section. The Contractor's tendered rates for the relevant items in the Schedule of Quantities shall include for full compensation for all possible additional costs which may arise from the above. No claims for extra payments will be considered.

SECTION 1600: OVERHAUL**PS1602 DEFINITIONS****(a) Overhaul material**

Add the following to Sub-clause (i)

Overhaul material shall also include the following:

Any material, irrespective of the type of material, which is removed from existing pavements and spoiled, or which is hauled directly to other parts of the site or to approved stockpiles or from stockpiles to a working area.

(vii)* No overhaul shall apply to materials from commercial sources. The Contractor's tendered rates for all materials from commercial sources shall be deemed to include full compensation for hauling the materials to its point of use on site.

(c) Haul distance

Add the following paragraph at the end of this Sub-clause:

The haul distance of any material which is removed from existing pavements shall be measured along the shortest route from the place of excavation to the point of use (should the material be re-used directly) or to the approved stockpile, and the shortest distance from the approved stockpile to the point of use.

(d) Free-haul distance

Add the following paragraph at the end of this Sub-clause:

The free-haul distance in regard to any material which is removed from existing pavements shall be 1.0 km. In the case of material hauled to a stockpile and then hauled again for re-use, the free-haul distance shall apply only once.

SECTION 1700: CLEARING AND GRUBBING**PS1703 EXECUTION OF WORK****(a) Areas to be cleared and grubbed**

Delete **normally** in the first line of the second paragraph.

PS1704 MEASUREMENT AND PAYMENT**PS17.01 Clearing and grubbing**

At the end of first paragraph, add: *The removal of top soil shall be dealt with under a different payment item and is expressly excluded from the rate of this item.*

Item	Unit
PS17.07* Removal of top soil	
(a) Remove top soil and dispose of it	cubic meter , m ³
(b) Remove top soil and stockpile for later use	cubic meter , m ³

The unit of measurement shall be the cubic meter of top soil removed which shall be taken to have vegetation that does not qualify to be cleared and grubbed.

The tendered rate shall include full compensation for all work necessary for excavating the top soil to depths between 150 and 400 mm, loading, removing, transporting and/or disposing of it.

SECTION 1800*: DAYWORKS**PS1801 SCOPE**

This section covers the listing of daywork items in accordance with the General Conditions of Contract Clause 6.5 for the use in determining payment for work which cannot be quantified in specific units in the Schedule of Quantities, or work ordered by the Engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Schedule of Quantities.

PS1802 ORDERING OF DAYWORKS

No daywork shall be undertaken unless written authorisation has been obtained from the Engineer.

PS1803 MEASUREMENT AND PAYMENT

Item	Unit
PS18.01 Personnel during normal working hours	
(a) Unskilled labour	hour (h)
(b) Semi-skilled labour	hour (h)
(c) Skilled labour	hour (h)
(d) Ganger	hour (h)
(e) etc.	
Item	Unit
PS18.02 Plant	
(a) Specify	Hour (h)
PS18.03 Materials	
a. Procurement of materials	Provisional sum
b. Contractor's handling costs, profit and all other charges in respect of Sub-item PS1803 (a)	Percentage (%)

The unit of measurement for items PS18.01 and PS18.02 shall be the hour for the item of plant or personnel. Non working hours for transport breakdown, lack or operation of any other reason shall not be measured. The time shall be taken from the time that the personnel and/or plant depart until return.

Measurement shall only be for work instructed and directed by the Engineer, where the Engineer considers no other appropriate rate is available in the Schedule of Quantities. Prior to the commencement of any work by the labourers described under item PS18.01, the Contractor must obtain written consent from the Engineer regarding the classification of all labourers in terms of "unskilled", "semi-skilled" and "skilled labourers".

The tendered rates for labour for item PS18.01 shall include full compensation to cover overhead charges and profit,

leave pay, bonuses, subsistence, allowances, employer's contributions, additional payment for overtime, where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non-mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

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

The unit of measurement for sub-item PS18.03 (a) shall be the amount actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the general conditions of contract. Only the actual quantities of materials used, as verified by the engineer, shall be paid for.

The percentage tendered for sub-item PS18.03 (b) shall be percentage of the amounts actually paid for the procurement of materials as ordered under sub-item PS18.03(a) and shall be in full and final compensation in respect of the contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The abovementioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

SECTION 1900*: COMPLIANCE WITH OTHER REGULATIONS**PS1901 SCOPE**

This section covers the contractor's compliance with the following regulations: HIV/AIDS, Health and Safety, Environmental Impact Assessment issues and/or Environmental Management Program. The details regarding what is expected of the contractor are spelt out in the various Particular/Generic Specifications listed in the Scope of Work under Management section. These specifications are attached in the document and form part of the Scope of Work.

PS1902 MEASUREMENT AND PAYMENT

All measurement and payment items are contained in the relevant Particular/Generic Specifications and such specifications shall be consulted before pricing the relevant items.

SECTION 2100: DRAINS

PS2101 SCOPE

Amend the first paragraph to read:

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

PS2102 OPEN DRAINS

In the third line of subclause (a) **replace** *streams* with water flow.

Replace the second paragraph of subclause (b) with the following:

Irrespective of the method of excavation whether hand or machine excavation, open drains deeper than 1,5 m, such as median drains, side drains and open drains on excavation-slope benches, shall be classed as "cut" and shall be measured and paid for under section 3300, provided they fall under the above dimensional limits. Where on account of the shape of such open drains, excavation by bulk excavating equipment is not possible and either hand excavation or special excavating equipment, such as tractor loader bucket, or similar equipment, would be required, such excavation shall be classified as open-drain excavation for payment.

Replace the first and second paragraph of subclause (c) with the following:

- (c) Open drains shall be constructed within 5 % true to line, grade and cross-section and shall be so maintained for the duration of the contract. Open drains shall at all points be graded to flow in the direction of intended flow without low points where water may pond.

Care shall be taken to avoid excavation below the required grades for the open drains and any excavation carried out below the required grade shall be backfilled with material of minimum G7 quality and compacted to at least 93 % of MDD density by the Contractor at his own cost.

PS2103 BANKS AND DYKES

At the end of the first paragraph **add** the following:

Where open drains with bank/dyke are constructed as combination, excavation and fill shall be measured and paid for separately.

In the second paragraph **replace** 90 % of modified AASHTO with 93 % of MDD

PS2104 SUBSOIL DRAINAGE

Delete the subclauses (a), (b) and (c) and **replace** with the following:

- (a) *Materials*

- (i) *Pipes*

The pipes for subsoil drainage systems to be used shall be either unplasticised PVC (PVC-U) pipes or high-density polyethylene (HDPE) pressure pipes with smooth inner bore and internal diameters as indicated on the drawings or in the Contract Documentation. Pipes shall have the specified internal diameter, which shall be not less than 100 mm (except for composite subsoil drainage systems), and shall be one of the following types:

- (1) *PVC-U pipes complying with SANS 791 for solid wall pipes (category-heavy duty) or SANS 1601 for structured wall pipes (stiffness class 350), which may be slotted or perforated for drainage inflow as specified. The carrier portions of pipes shall not be slotted or perforated.*
- (2) *HDPE pipes to be used with aggregate filled subsoil drains systems shall be slotted or perforated for groundwater in-flow as specified. HDPE pipes shall have a ring stiffness >450 kPa and slotted/perforated with 30 % solid invert and of twin wall construction, with a smooth inner bore and ribbed outer wall. The*

carrier portions of pipes shall not be slotted or perforated.

The size of perforations in perforated pipes shall in all cases be 8 mm in diameter ± 1.5 mm and the number of perforations per meter shall not be less than 26 for 100 mm diameter pipes and 52 for 150 mm diameter pipes. Perforations shall be spaced in two rows for 100 mm pipes and as shown on the drawings for 150 mm pipes.

Slotted pipes shall have a nominal slot width of 8 mm ± 1.5 mm. The arrangement of slots shall be 240 degrees of the circumference with the flow channel invert of 120 degrees. The total slot area shall not be less than that required for perforated pipes.

- (3) Pipes for geocomposite fin type subsoil drainage systems may be HDPE, extruded into an open lattice wall structure with a wall thickness of minimum of 5 mm. Of the circumference area, 70 % shall consist of an open structure, and the remaining 30 % being the invert, shall be solid. Openings in the mesh structure shall be greater than 5mm but less than 12 mm in size. Alternatively, PVC-U or HDPE pipes as specified above for aggregate filled drains may be used. The water infiltration capacity of the all types of pipes under a 200 mm static head shall not be less than 20 litres per second per metre pipe length (ℓ/s/m) for 65 mm diameter pipes; not less than 55 ℓ/s/m for 100 mm diameter pipes and not less than 80 ℓ/s/m for 150 mm diameter pipes.

All slotted or perforated pipes shall retain 30 % of the pipe invert for conveyance of drainage and the top of the pipes shall externally carry a longitudinal marker line to ensure that pipes are correctly placed during construction.

Pipes without slots or perforations required for conveying ground water from the subsoil drainage proper, to the point of discharge, shall be PVC-U or HDPE pipes of the types specified.

Pipes must be stored in a shaded area without exposure to direct sunlight, and stacked according to supplier's instructions.

- (ii) Natural and crushed permeable material

Natural permeable filter materials for subsoil drainage shall consist of sand and/or crushed stone of suitable grading. Natural permeable materials shall conform to the following requirements:

Sand used for natural permeable material shall be clean, hard sand obtained from approved sources. The sand shall comply with the requirements of SANS 1083, Table 1: Fine aggregate for concrete, and shall be either coarse, medium or fine grade as specified. The nominal maximum particle size for the various grades shall be as shown in Table PS2104/1, and all sand shall be washed clean with not more than 2 % of the material passing through the 0.075 mm sieve.

TABLE PS2104/1 NATURAL PERMEABLE MATERIALS: SAND

Grade	Nominal maximum particle size (mm)
Coarse	5.00
Medium	2.00
Fine	0.20

Crushed stone used for natural permeable material shall comply with the requirements given in SANS 1083: Table 2: Coarse aggregate for concrete (new sieve sizes), and shall be either be fine (14 mm nominal size) or coarse (20 mm nominal size) grade as specified. Crushed stone shall be washed clean with not more than 2 % of the material passing through the 0.075 mm sieve.

When no suitable sand and/or crushed stone is available from borrow pits or designated quarries, the Employer's Agent may require that it be procured from commercial sources.

- (iii) Geotextiles

Should the use of geotextiles be specified in subsoil drainage systems, or as filter separation blankets, or for any other purposes, it shall comply with the requirements as specified herein.

The geotextile required for each specific purpose, shall satisfy the criteria given in Table PS2104/2 for the grade of geotextile specified in the schedule of quantities, drawings and/or Contract Documentation for that purpose.

The geotextile used for subsoil drains shall be grade 2 or 3, and grade 1 for separation blankets with a filtration function; or as specified by the Employer's Agent.

Geotextiles shall be stored under suitable cover and shall not be exposed to direct sunlight periods in excess of 30 days and shall be protected from mechanical damage during delivery and construction.

(1) *Composition and manufacturing*

The geotextile shall be manufactured from a synthetic polymer, processed into a permeable, homogeneous sheet. The sheet shall be of non-woven needle punched and mechanically bonded construction.

On account of the temperature and moisture susceptibility of polyamide, this synthetic product is not considered acceptable.

(2) *Classification*

The geotextile shall be classified according to the mechanical properties thereof, in terms of its strength, penetration load, puncture resistance and the minimum water-percolation rate or through flow as measured in the permeability test. Table B2104/2 shall be used for determining the grade of a geotextile.

TABLE PS2104/2 GRADE CLASSIFICATIONS OF GEOTEXTILES

Properties		Units	Grade			Test Method
			1	2	3	
Tensile Strength	minimum	kN	16	12	7	SANS 1525/ISO 10319
	elongation	%	40-60			
Trapezoidal Tear Strength	minimum	N	600	440	240	ASTM D4533
Penetration Load	minimum	N	3500	2400	1500	SANS 12236/ISO 12236
Puncture Resistance	Max Diam of Hole	mm	18	26	32	SANS 13433/ISO 13433
Water Percolation	minimum	l/m ² /s	40			SANS 11058/ISO 12958
Permeability	@ 50mm head	m/s	5x10 ⁻³			SANS 11058/ISO 12958
Pore Size	O95W	µm	100-200	150-250		SANS 12956/ISO 12956

Notes:

-The standard equivalent atmosphere for testing and the preconditioning atmosphere for all geotextile tests (SANS tests and other) shall have a relative humidity falling within the range of 0 to 80 per cent and a temperature within the range of 15°C to 35°C.

-The resistance of a geotextile to puncture is the average diameter of the hole formed when a 45 degree pointed cone with a mass of 1 kg is dropped through 500 mm height onto the geotextile fixed in the holding device.

(3) *Durability*

A geotextile is required to comply with the following durability specifications:

-Resistance to chemical attack

The geotextile shall withstand the level of aggressiveness of the soil and ground water given below without significant loss of its strength and hydraulic properties during its design life of 25 years.

The geotextile shall withstand soil and ground water with a pH in the range of 4 to 9 (pH to be determined by SANS 10224, SANS 3001).

The geotextile shall withstand soil (as paste) and ground water containing salts with a conductance of up to 1.0 S/m (conductivity to be determined by SANS 10224, SANS 3001).

-Resistance to ultra-violet light

The geotextile shall maintain at least 80 % of its original strength after direct exposure to sunlight of 1500 hours as determined under ASTM D5355 or ASTM D7238 and EN ISO 12224.

-Resistance to rot

The geotextile shall be manufactured of an entirely rot-proof polymer.

(4) Selection

The geotextile required shall satisfy the criteria for a grade 1, 2 and/or 3 geotextile for the selected application as specified in the schedule of quantities, drawings or Contract Documentation and shall satisfy the criteria for this grade of geotextile as given in Table PS2104/2.

The Contractor shall, at least 45 days before the installation of the geotextile(s), submit to the Employer's Agent samples and the specifications of the geotextile he proposes to use, to enable the Employer's Agent to verify the suitability and confirm the use thereof and ensure that the geotextile meets the design requirements as well as is suited to the insitu conditions and materials to be drained. No extra payment shall be made for providing the samples required by the Employer's Agent.

(5) Testing

The Contractor shall, at his own cost, submit a certificate by an approved laboratory to prove compliance with specified tests as stated in section 8100. Alternatively, verifiable testing by the supplier may be submitted for approval to the Employer's Agent.

The tests to be carried out on geotextiles relate to the material and the method of manufacture and are mainly to ascertain that the correct grade and type of geotextile is supplied, and that the material is equivalent in quality to that specified for use in the works. This includes geotextile qualities regarding soil retention; permeability; clogging; durability and strength. Compatibility testing can be done for filtration using the ASTM D5101 - Measuring the Soil-Geotextile System Clogging Potential by the Gradient Ratio.

(6) Polymer film sheeting

Plastic for subsoil drainage systems to be used shall be polymer film type sheeting of 150 to 250 micron (0.15 to 0.25 mm) thickness, complying with SANS 952-1.

(7) Concrete

All concrete work shall be carried out in accordance with the requirements in Sections 6200, 6300 and 6400 of these specifications, read together with the provisions of this Section. Cement shall comply with SANS 50197-1 for CEM I or CEM II with a strength class of 32.5 or greater, and a rate of strength gain of N or greater.

Unless the Contractor obtains the concrete from a commercial concrete supplier, the Contractor shall be responsible for providing suitable materials, determining the mix proportions and manufacturing the concrete of the required quality to comply with SANS 50206.

The mix design shall be based upon obtaining an average concrete compressive strength sufficiently above the specified characteristic compressive strength so that, considering the expected variability of the concrete and test procedures, no more than 5 percent of strength tests will be expected to fall below the specified characteristic compressive strength.

Where concrete is supplied by a commercial source outside the direct control of the Employer's Agent, the concrete supplier shall ensure compliance with the requirements of SANS50206 (SANS878), and the Contractor shall take full responsibility to implement acceptance control testing in accordance with the specification.

All concrete mixed on the site of works shall be weigh-batched unless the Contractor can demonstrate to the Employer's Agent that his method of proportioning the concrete ingredients consistently produces uniform concrete, which meets the strength requirements.

Concrete shall be properly mixed to a uniform consistency. The total period between the times that the cement is placed into the mix until mixing starts shall not exceed 15 minutes.

Concrete shall be so transported to its final position that segregation or loss of any of the ingredients or contamination will be prevented and that the mix is of the required workability at the point and time of placing. It shall be protected against rain, heat, direct sunlight and/or evaporation by means of covers. No additional water may be added in transit or where delivered or placed.

The time lapse from the start when the concrete is mixed up to the time of placing and compacting the concrete shall not exceed 45 minutes in mild weather or 30 minutes when the concrete temperature is 30oC or higher.

(8) Galvanised woven wire mesh

Galvanised woven wire mesh manufactured from 3,5 mm dia wire, 250 mm x 250 mm in area, with a 12 mm x 12 mm mesh size, shall be built into the outlets of subsoil drainage systems as specified.

Galvanised woven wire mesh shall comply with the requirements of SANS 675.

(b) Construction of subsoil drainage systems

(i) With natural permeable material

Trenches required for subsoil drainage systems shall be excavated to the dimensions and gradients shown on the drawings or as specified by the Engineer, neatly trimmed to line and level. In case of deeper excavations, or excavations in unstable or saturated ground, the Contractor shall take all necessary steps to assure the safety of such excavations and to ensure that specified lines and levels are complied with. Such steps may entail the provision of temporary shoring or battering of side slopes. All such steps shall be deemed to be included in the tendered rates for excavations.

A layer of natural permeable material of the grade and thickness as shown on the drawings shall be placed on the bottom of the trench and be lightly tamped and finished to the required gradient.

Pipes of the type and size specified shall then be firmly bedded on the natural permeable material, true to line and level, and be coupled in accordance with the pipe manufacturer's requirements. Thereafter the trench shall be backfilled with the specified natural permeable material to such height above the pipes as shown on the drawings or as specified by the Engineer. The natural permeable material shall be lightly compacted and trimmed to the required level. Further layers of finer specified natural permeable material shall then be placed, in layers not exceeding 300mm in thickness at a time lightly compacted and finished to an even surface, as specified by the Engineer. The remainder of the trench, if any, shall be backfilled with approved impermeable material and as specified by the Engineer, in layers not exceeding 100 mm, and compacted to at least the same density as the surrounding material. The trench shall be specially protected against the ingress of water until the impermeable layer has been completed. The width of the backfill as measured for payment shall not exceed the specified width of the trench.

The total thickness of each type of natural permeable material shall be carefully controlled for thickness and level, using suitable spacers where required. When successive layers are placed, the lower layer shall not be walked on and, as far as possible, shall not be disturbed. Care shall be taken to prevent the contamination of natural permeable material during construction of the subsoil drainage system and all natural permeable material contaminated by soil or silt shall be removed and replaced by the Contractor at his own cost.

Perforated and slotted pipes shall be joined by means of couplings, the provision and installation of which shall be deemed to be covered under the rates for the pipes. Perforated pipes shall be laid with perforations either at the top or bottom as specified on the drawings, specifications or specified by the Engineer.

The higher end of each subsoil drainage pipe shall be sealed off with a loose concrete cap of class 20/20 concrete, as shown on the drawings and at the lower end, the pipe shall be built into a concrete head wall providing a positive outlet, or it shall be connected to structures for stormwater pipes or concrete culverts. The complete system, together with head walls, shall be constructed in one process starting at the lower end. No continuous section of subsoil drain shall be longer than 80m long and cleaning eyes constructed in accordance with the details shown on the drawings shall be spaced at a maximum spacing of 80 m.

Any section of a subsoil drainage system constructed of pipes without perforations or slots shall be backfilled with impermeable backfill material as described herein. Where suitable, the excavated material may be used for backfilling.

(ii) With polymer film lining to trenches for subsoil drainage systems

Where shown on the drawings or specified by the Engineer, trenches for subsoil drainage systems shall be lined with approved polymer film sheeting 0.15 mm or 0.25 mm thick as shown on the drawings or specified in the Contract Documentation. The polymer film sheet shall cover the bottom of the trench and shall extend upwards on both sides for as far as may be specified by the Engineer in each particular case, in order to form a waterproof channel. At joints the polymer film sheeting shall be heat welded together or lapped by a minimum of 200 mm. Lapping shall be in direction of the flow of water.

Pipes of the type and size specified shall be installed as specified, true to level and grade, and be coupled in accordance with requirements.

When backfilling the trench with the specified natural permeable material, care shall be taken not to displace or damage the polymer film lining in any way. The use of plastics other than polymer film will be considered, provided that the material is proven to the Engineer to be of equal or better quality.

(iii) With geotextiles

Where specified that geotextiles shall be used for lining in subsoil drainage systems, it shall be procured, furnished and installed as specified and shown on the drawings. The lining shall not be displaced or damaged in any way when the trench is being filled with the specified natural permeable material. The geotextile shall be lapped both longitudinally and transversely by at least 300mm or as specified by the manufacturers. The longitudinal lap shall be positioned on top of the box forming the drain and shall be stitched together with plastic/galvanised wire or strong synthetic thread at one metre intervals. The transverse lap shall be in the direction of flow.

Pipes of the type and size specified shall be installed as specified, true to line and grade, and be coupled in accordance with the pipe manufacturer's requirements.

(iv) With composite in-plane drainage systems

Wherever specified, composite in-plane drainage systems shall be constructed in accordance with the details shown on the drawings and in accordance with the manufacturer's requirements. The elements of the system shall be assembled above ground in manageable lengths, and all exposed surfaces shall be sealed with an approved geo-fibre seal. The trench sides shall be vertical, and the composite in-plane system shall be installed against the side through which the subsoil flow is expected. The trench shall then be backfilled with natural permeable sand, which shall be saturated with water after placement, up to the prescribed level. The upper part of the trench shall be backfilled with impermeable material, which shall be compacted to the density of the surrounding material, in layers not exceeding 100 mm in thickness.

(v) Proving of pipes in subsoil drainage system

The laying of slotted/perforated pipes supplied in coils shall be subject to providing a method statement which includes proving during installation, to ensure that the invert is accurately installed.

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

(c) *Test flushing*

Final acceptance of longitudinal subsoil drains constructed by the contractor will be subject to satisfactory test flushing after completion and installation of the rodding eye inlets. Flushing tests shall be carried out in the presence of the Engineer's representative by flushing the drain and metering the outflow to ensure the drain is clear of blockage. Should blockages be apparent the Contractor shall locate and clear the obstruction and repeat the test.

Proving of the lack of obstructions may also be undertaken by camera equipment inserted into the subsoil drains should this be specified by the Engineer.

PS2105 CLASSIFICATION OF MATERIALS

Replace the paragraphs with following:

All excavations for open drains and subsoil drainage systems shall be excavated in the position and to the required dimensions. Overbreak in width or depth, unless specified by the Engineer, shall be filled and compacted by the Contractor and shall not be measurable for payment.

All excavations under this Section shall be classified as follows for payment purposes:

Hard material

Material which cannot be excavated except by drilling and blasting, or with the use of pneumatic tools or mechanical breakers,

and

Boulders exceeding 0.1 m³; where more than 40 % by volume of any material consists of boulders, each exceeding 0.1 m³ in size, the volume of material so defined shall be classified as hard material

Existing stabilised road layers

Existing layer material which has been stabilised (irrespective of stabilising agent) and requires careful cutting and excavation without damage to surrounding existing road layers, by whichever method.

Soft material

All material not classified as hard material or existing stabilised road layers shall be classified as soft material.

PS2107 MEASUREMENT AND PAYMENT**Item****Unit****PS21.01 Excavation for open drains:**

Amend subitem 21.01(b) to read as follows:

(b) *Extra over subitem 21.01(a) for excavation in hard and boulder material, irrespective of depth*

*cubic metre
(m³)*

Add the following subitem:

(c) *Extra over subitem 21.01(a) for excavation in existing stabilised road layers, irrespective of depth*

*cubic metre
(m³)*

Replace the second sentence of the first paragraph with the following:

Only excavation for open drains as defined in subclause PS2102(b) shall be measured.

Add the following sentence at the end of the second paragraph:

Payment made for either hard, boulder or stabilised existing road layers shall only be measured for the one

applicable extra over category.

Replace the third paragraph with the following:

The tendered rates shall include full compensation for the excavation of the material to the required dimensions, lines, levels and grades, the trimming of the open drain and the loading and disposal/utilisation of the material as directed, including a free-haul over a distance of 1.0 km.

Replace the fourth paragraph with the following:

For payment purposes a distinction shall be made between materials as defined in clause PS2105.

Item	Unit
PSB21.03 Excavation for subsoil drainage systems	

Amend subitem 21.03(b) to read as follows:

<i>(b) Extra over subitem 21.03(a) for excavation in hard and boulder material, irrespective of depth</i>	<i>cubic metre (m³)</i>
--	--

Add the following subitem:

<i>(c) Extra over, subitem 21.03(a) for excavation in existing stabilised road layers, irrespective of depth</i>	<i>cubic metre (m³)</i>
---	--

Add the following sentence at the end of the first paragraph:

Payment made for either hard, boulder or stabilised existing road layers shall only be measured for the one applicable extra over category.

Replace the second paragraph with the following:

The tendered rates shall include full compensation for the excavation of the material to the required dimensions, lines, levels and grades, the trimming of the open drain and the loading and disposal/utilisation of the material as directed, including a free-haul over a distance of 1.0 km. For payment purposes a distinction shall be made between materials as defined in clause PS2105.

Item	Unit
PS21.04 Impermeable backfilling to subsoil drainage systems	

Add the following new subitems

<i>(a) Un-stabilised natural gravel obtained from: (state approved sources on the site or commercial sources)</i>	<i>cubic metre (m³)</i>
<i>(b) G5 material obtained from: (state approved sources on the site or commercial sources)</i>	<i>cubic metre (m³)</i>
<i>(c) Extra over subitems PS21.04(a) and (b) for stabilisation with 4.0 % CEM II (32.5) cement</i>	<i>cubic metre (m³)</i>

Item	Unit
PS21.05 Banks and dykes	

Add the following sentence at the end of the first paragraph:

Where open drain with bank/dyke combinations are constructed, excavation shall be measured and paid under item PS21.01.

Item	Unit
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Amend items 21.06 and 21.07 to read as follow:

PS21.06 Natural permeable material in subsoil drainage systems (approved washed crushed-stone):

PS21.07 Natural permeable material in subsoil drainage systems (approved washed sand):

Item	Unit
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Amend items 21.09 and 21.10 as follows:

PS21.09 Polymer film sheeting (state thickness), or similar approved, for lining subsoil drainage systems:

PS21.10 Geotextiles (indicate type, grade, etc.):

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

PS21.12 Concrete outlet structures, manhole boxes, junction boxes, and cleaning eyes for subsoil drainage systems:

In the second paragraph **replace** *compacting to 90% of modified AASHTO density*, **with** *compacting to 93% of MDD*.

Add the following paragraph:

The tendered rate shall also include full compensation for procuring and finishing the galvanised woven wire mesh, cutting, waste, installing the wire mesh at outlets and keeping the wire mesh in the pipe openings clean for the duration of the contract period.

Amend item 21.13 to read as follows:

PS21.13 Caps for subsoil drain pipes as specified:

(a) Concrete caps	number (No)
(b) Cast iron metal caps	number (No)
(c) Other caps (Glass fibre reinforced, PVC etc.) (specified)	number (No)

Add the following new items:

Item	Unit
PS21.20 Exposing of existing subsoil drains	cubic metre (m³)

The unit of measurement shall be the cubic metre of material removed to expose the subsoil drain for the purposes of refurbishment existing subsoil drains. This item shall not be applicable in cases where complete substitution or replacement of existing subsoil drains is specified.

The tendered rate shall include full compensation for all labour and tools required for removing the material. The re-instatement of the subsoil drain elements, as may be specified, shall be paid for under the relevant items for constructing a new subsoil drain.

PS21.21 Breaking into existing drainage structures and install subsoil drain pipe	number (No)
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The unit of measurement shall be the number of subsoil drain pipes built into existing drainage structures in accordance with the details on the drawings or as specified by the Employer's Agent.

The tendered rate shall include full compensation for supplying all labour, constructional plant and materials required, for all excavation, breaking into existing drainage structures, building pipes into the newly formed accesses, sealing around the pipes and making the joints watertight, breaking out existing benching and channeling where required and reconstructing them complete with granolithic rendering to suit the new pipe arrangement, backfilling and compacting to 93 % of MDD, transporting (including all haulage) and disposing of all surplus excavated material and debris to approved dumping sites provided by the Contractor, and dealing with the flows in the existing structures.

No distinction will be made between different types of structures, or diameters of subsoil drain pipes.

PS21.22 Clearing of existing subsoil drains:

- | | | |
|-----|----------------------------------|--------------|
| (a) | Cleaning rod, brush and flushing | metre
(m) |
| (b) | Hydro jetting | metre
(m) |

The unit of measurement for subitem (a) clearing of existing subsoil drains shall be the metre of drain cleared with a sewer cleaning rod and brush, thorough flushing and mandrill testing.

The unit of measurement for subitem (b) hydro jetting will include the establishment on site, hydro jetting and vacuuming of specified drains at various locations on site.

The tendered rates shall include full compensation for all labour, equipment, tools, water and transport required for clearing existing subsoil drains and for disposal of the cleared material to approved sites."

SECTION 2200: PREFABRICATED CULVERTS

PS2201 SCOPE

Add the following:

This section also covers the replacing and/or lengthening of existing culverts, modification of and repairs to existing catch pits.

PS2203 MATERIALS

Replace the first paragraph with the following:

The material specifications are the required specifications for the materials as placed and/or processed in its final position.

It is the Contractor's responsibility to ensure that the materials delivered to the site shall meet these specified requirements.

Prior to the manufacture of any prefabricated units by the Contractor's manufacturer, the manufacturer shall submit his Quality Plan to the Employer's Agent to verify that all prefabricated units will be manufactured in full compliance with the relevant SANS requirements. No prefabricated units shall be ordered until the Employer's Agent has satisfied himself that the proposed units have been or will be manufactured to the required specifications and tolerances as well as the load bearing requirements. In particular the manufacturer shall check each prefabricated portal culvert unit for steel cover compliance, and random checking of units shall not be accepted. The Employer's Agent's representative may visit the factory at any stage to ascertain adherence to the quality plan. Should the manufacturer fail to adhere to their Quality Plan the Employer's Agent may exercise the right to reject the use of products from the manufacturer concerned. No claim from the Contractor for any resultant cost or delay due to such rejection, and due to procurement from a new manufacturer, shall be entertained.

Materials removed under this section from existing works, except where excavated materials are specified to be reused or disposed of, or except where provision has been made in the schedule of quantities for their reuse or specific disposal, shall be deemed to be the property of the Contractor.

(a) Prefabricated concrete pipe culvert units

Add the following to this subclause:

All broken, bent, chipped, cracked, dented, corroded or otherwise damaged or substandard units shall be repaired to the Employer's Agent's specification or, where this is not acceptable or does not comply with the relevant SANS specification, they shall be removed and replaced with undamaged units, at the Contractor's cost.

(b) Portal and rectangular prefabricated concrete culvert units

Add the following to this subclause:

For durability requirements, due to the reduced cover provided for pre-cast culverts all durability testing shall be done in accordance to Clause PS6404(h) shall fall within the severe category. For units within the 5km zone from the coast the very severe category shall be used and increased cover shall be as specified by the Employer's Agent.

Portal and rectangular prefabricated units shall be transported and handled with sufficient care to prevent stressing, cracking or damage to the unrestrained elements of the units. Cracks or damage shall constitute adequate reason for rejection by the Employer's Agent or required confirmation by the manufacturer of their serviceability.

All broken, bent, chipped, cracked, dented, corroded or otherwise damaged or substandard units shall be repaired to the Employer's Agent's specification or, where this is not acceptable or does not comply to the SANS specification, they shall be removed and replaced with undamaged units, at the Contractor's cost.

Slab units which are thinner than the specified thickness, or which may exhibit signs of substandard work shall be removed and replaced with units which conform to the specifications.

Replace subclause (g) *Defects* and its contents with the following:

(g) U-PVC culverts

U-PVC culverts shall comply to the requirements of SANS 791 for solid wall pipes (category-heavy duty), and shall have socketed ends should joining be required.

Add the following subclause:

(j) Steel reinforcement

All steel reinforcement work shall be carried out in accordance with the requirements of Section 6300.

PS2204 CONSTRUCTION METHODS

Replace paragraphs after subclause (b) with the following:

If lengthening of existing culverts are specified such lengthening shall generally be according to the "embankment method". The Contractor shall at all times ensure that the existing drainage is at all times maintained and any damage caused as a result of blocked culverts during construction shall be repaired at the Contractor's cost.

All new prefabricated culverts/portals shall be installed by the "trench method", unless specified otherwise by the Employer's Agent.

The bottom of the excavation for culverts that are to be replaced or lengthened shall be inspected by the Employer's Agent prior to the placing of the bedding material.

Where the material is found to be unsuitable, it shall be removed to a depth specified by the Employer's Agent and then replaced with selected material compacted to at least 93 % MDD in layers not exceeding 150 mm thickness.

Design invert levels of drainage culverts shall be verified on site by the Employer's Agent with the assistance of the Contractor before installation of new or lengthened culverts may commence.

In all cases where soft founding material is classified as suitable for bedding construction, the in-situ material shall be scarified, moistened and compacted to a depth of 150 mm below founding level to 93 % MDD, as specified by the Employer's Agent. The depth of preparation and compaction of founding material shall be as indicated on the drawings or as specified by the Employer's Agent.

The larger sizes of portal or rectangular culverts shall normally be constructed by the embankment method.

Surface drainage shall be controlled by the construction of temporary earth berms and drainage diversion channels.

The Contractor shall strictly comply with all the appropriate statutory safety provisions in regard to trench excavations.

PS2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

(b) Width of excavation

Add the following paragraph after the first paragraph:

The width of excavation shall be as indicated on the drawings. The specifications given elsewhere in this section for backfilling the culverts shall apply mutatis mutandis to pipe culverts, inlet and outlet structures, catchpits and manholes.

PS2207 UNSUITABLE FOUNDING CONDITIONS

Amend the last three lines of the second sentence of the first paragraph to read as follows:

... or other approved material, such as rockfill, drainage layer material or natural permeable material (approved wash crushed stone) compacted in accordance with specifications or as instructed by the Employer's Agent. Such

material shall be classed as backfill for purposes of payment.

PS2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

(a) Concrete pipe culverts

(iv) Rock foundation

In the first and third paragraphs **amend** *Class B* to read *Class C*.

(b) Portal and rectangular culverts

(iii) Placing the portal portions of culverts

Add the following:

The upper portion of portal and rectangular culverts shall not be placed until the in situ concrete floor slab has attained half its 28 day strength. Furthermore, on completion of backfilling, no traffic, including construction traffic, shall be permitted over the complete culvert until the in situ concrete has achieved its 28 day strength.

PS2211 BACKFILLING OF PREFABRICATED CULVERTS

Amend the first line of the second paragraph to read as follows:

The material used for the backfilling alongside the culvert shall be selected material of at least G7 quality or other material as instructed by the Employer's Agent.

In the last sentence of the fourth paragraph **amend** *90% of modified AASHTO density* to read *93% of MDD*.

In the ninth paragraph **amend** *Portland cement* to read *CEM II class 32.5 cement*.

PS2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

(e) Manhole covers, grid inlets, etc.

Replace the first paragraph with the following:

Manhole covers and frames, grid inlets and accessories of metal, or non metal composition shall be supplied and/or manufactured in accordance with the details shown on the drawings and be of the size and type indicated. Frames, grid inlets and covers which are of project specific requirements shall be manufactured and installed as indicated on the drawings, and all steel elements shall be galvanised in accordance with SANS 121. Frames, grids/gratings covers and accessories of cast iron, synthetic or composite materials shall comply with the requirements of SANS 558, SANS 1115, or SANS 50124 and be of the strength class, size and type specified.

PS2215 SERVICE DUCTS

Insert the following at the end of the first paragraph:

(v) *HDPE Sleeve Pipes*

HDPE sleeve pipes shall be:

- *Corrugated cable ducts complying with the requirements of SANS IEC 61386-24: 2005 for sleeves to be laid in trenches.*
- *HDPE pipes for drilling shall be manufactured from PE63 – PN4 and shall comply with the requirements of SANS 427.*

Add the following at the end of the penultimate paragraph:

Before closing, all sleeves or ducts shall be proved as specified in sub-sub-clause B2104(b)(v).

PS2218 MEASUREMENT AND PAYMENT

Item	Unit
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PS22.01 Excavation

Amend subitem 22.01(b) to read as follows:

<i>Extra over subitem 22.01(a) for excavation in hard and boulder material, irrespective of depth</i>	<i>cubic metre (m³)</i>
---	------------------------------------

Add the following subitems:

(c) <i>Extra over subitem 22.01(a) for excavation in existing stabilised road layers, irrespective of depth</i>	<i>cubic metre (m³)</i>
---	------------------------------------

(d) <i>Extra-over subitem 22.01(a) for excavation by hand</i>	<i>cubic metre (m³)</i>
---	------------------------------------

Replace the sixth paragraph with the following:

For payment purposes a distinction shall be made between materials as defined in clause PS2105. Payment made for either hard, boulder or stabilised existing road layers shall only be measured for the one applicable extra over category.

Add the following paragraphs:

The unit of measurement for subitem (d) shall be the cubic metre of material excavated by means of labour using hand tools only. This item shall only apply where the dimensions of the area to be excavated are such as to render excavation by machinery impractical and where the Employer's Agent has specifically ordered or authorised excavation by hand. This item shall not apply where machine excavation would have been possible but the contractor chooses to use hand excavation instead.

The tendered rate for subitem (d) shall be additional to the rates tendered for subitem (a) and include full compensation for all additional costs in excavating the material using hand held tools.

Item	Unit
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PS22.02 Backfilling:

Amend subitem (a) to read as follows:

(a) <i>Using excavated material within 1,0 km</i>	<i>cubic metre (m³)</i>
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Amend subitem (b) to read as follows:

(b) *Using imported selected material:*

(i) <i>From commercial sources (state type)</i>	<i>cubic metre (m³)</i>
---	------------------------------------

(ii) <i>From approved sources on site (state type)</i>	<i>cubic metre (m³)</i>
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Amend subitem (c) to read as follows:

(c) *Extra over subitems 22.02(a) and (b) for soil cement backfilling:*

(i) <i>With wet mixture of approved backfill material mixed with 5% CEM II class 32.5 cement</i>	<i>cubic metre</i>
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(m³)

(ii) With stiff mixture of approved backfill material mixed with 3% CEM II class 32.5 cement

cubic metre
(m³)

Replace the third and fourth paragraphs with the following:

The tendered rates for subitems (a) and (b) shall include full compensation for backfilling with specified approved material under, alongside and over culverts and associated structures, for watering, and for compacting the specified approved backfill material to the specified density. The tendered rate for subitem (a) shall, in addition, include full compensation for procuring, furnishing and hauling of specified approved backfill material from excavations within 1.0 km. The tendered rate for subsubitem (b)(i) shall, in addition, include full compensation for procuring, furnishing and hauling of specified approved backfill material from commercial sources irrespective of haul distance. The tendered rate for subsubitem (b)(ii) shall, in addition, include full compensation for procuring and furnishing of specified approved backfill material from approved sources on site further than 1.0 km, including a free haul of 1.0 km.

The tendered rates for subsubitems (c)(i) and (c)(ii) shall be additional to the rates tendered for subitems (a) and (b) and shall include full compensation for all incidentals required for the complete backfilling with soil cement as specified.

Item	Unit
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PS22.03 Concrete pipe culverts:

Replace the second paragraph with the following:

The tendered rates shall include full compensation for providing, testing, loading, transporting and unloading the culverts, for providing and placing all specified bedding but excluding concrete bedding, and for the installation, laying and jointing of the culverts, as specified.

Item	Unit
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PS22.12 Removing existing concrete:

Insert the following after the word *demolition* in the second paragraph: ... to a specified maximum size of 300 mm

Add the following items:

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

PS22.29 Cutting of concrete pipes (diameter indicated)	n u m b e r (No)
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The unit of measurement shall be the number of pipes that have been cut on the instruction by the Employer's Agent.

The tendered rate shall be full compensation for the cutting, by means of mechanical saw (angle grinder) and finishing off the pipes for the specific angle of skew at which the pipes must be laid.

Cutting of the pipes shall only be paid for if the inlet or outlet structures are at such a skew angle in respect to the centre line of the pipes that cutting is required and where non-standard lengths are required. The maximum skew angle at which pipes are allowed to be cut shall be 30 degrees and the maximum length of pipe measured along the shortest side, shall be 1.5 m.

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

PS22.30 Breaking into existing drainage structures and building in pipes or culverts of the following size

(pipe diameter and/or culvert size to be stated)	numb
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The unit of measurement is the number of each type and size of existing drainage structure that is being modified as shown on the drawings or as specified by the Employer's Agent.

The tendered rates shall include full compensation for providing all labour, constructional plant and materials required, for all excavation, breaking into existing drainage structures, building into the newly formed accesses, sealing around the edges and making the joints watertight, breaking out existing benching and channelling where required and reconstructing them complete with granolithic rendering to suit the new drainage arrangement, backfilling and compacting to at least 93 % of MDD and dealing with the flows in the existing structures.

Item**Unit****PS22.31 Removing and demolishing existing prefabricated culverts**

*(type and size indicated) metre
(m)*

The unit of measurement shall be the metre of existing prefabricated culverts removed and demolished.

The tendered rate shall include full compensation for lifting, loading, transporting to approved spoil sites, off-loading, demolish to a specified maximum size of 300 mm and covering demolished pieces at approved spoil sites prefabricated culverts as specified.

Payment for any excavation and backfilling required for removing and demolishing prefabricated culverts shall be made separately under items PS22.01 and PS22.02.

The free haul distance shall be 5.0 km.

Add the following clause:

PS2219 CONSTRUCTION TOLERANCES**(a) Culverts**

Culverts, inlets, outlets, catchpits and manholes shall be constructed to following tolerances:

(i) Horizontal alignment

The maximum deviation from the true position of the edges or centreline shall be 25 mm.

(ii) Vertical alignment

The invert level shall nowhere deviate by more than 25 mm from the required level and nowhere shall the inverts have an adverse grade.

(iii) Trueness of exposed surface

When tested with a 3.0 m straight-edge, no exposed formed or cast concrete or precast surface shall have surface irregularities exceeding 10 mm.

(iv) Cross-sectional dimensions

All cross-sectional dimensions shall be within 10 mm of the specified dimensions, and the average thickness of a floor, wall or roof slab shall not be less than the specified thickness.

(b) Surface finish

All unformed exposed concrete surfaces shall have a class U2 surface finish and all formed exposed concrete surfaces shall have a class F2 surface finish.

SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS

PS2301 SCOPE

Add the following:

This section also covers the replacement of damaged concrete kerbing, channelling and lining.

PS2302 MATERIALS

Amend subclause (d) to read:

(d) **Bedding and backing material**

Replace the first and second paragraph with the following:

The bedding and backing material for concrete kerbs and channels shall consist of Class 20/20 cast insitu concrete.

Concrete shall comply with the requirements of section 6400.

Add the following subclause:

(e) **Polymer film sheeting**

Plastic for drainage systems to be used shall be polymer film type sheeting of 150 to 250 micron (0.15 to 0.25 mm) thickness, complying with SANS 952-1.

PS2304 CONSTRUCTION

(a) **Excavation and preparation of bedding**

(i) **Kerbs and channels**

In the first sentence of this subsubclause amend *approved bedding material at least 75 mm thick* to read *approved bedding material at least 50 mm thick*.

Add the following to this subsubclause:

If necessary due to pavement layer thicknesses some of the layer on which the bedding material is to be placed will have to be removed in order to ensure that the minimum thickness of 50 mm bedding beneath the kerbs and channels can be placed. The Contractor will be held to have allowed for the removal of this material in the rates for kerbing and channelling.

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

Amend the end of the second paragraph to read as follows:

... road junctions, where the kerb units shall be 0,5 m in length for curve radii between 5,0 m and 20,0 m and 0,3 m in length for curve radii between 1,0 m and 5,0 m. For curves with a radius less than one metre the kerbs shall be cast in situ. Any associated prefabricated concrete channelling units shall also comply with the above requirements.

Replace the third paragraph with the following:

Prefabricated concrete kerbs shall be laid with a Class 20/20 cast in situ concrete bedding and support behind the kerbs in accordance with the details shown on the drawings.

Add the following paragraph:

Special care shall be taken to assure that expansion joints are constructed and sealed as shown on the drawings or specified by the Employer's Agent.

(e) Cast in situ kerbs and channels

Add the following paragraph:

Special care shall be taken to assure that expansion joints are constructed and sealed as shown on the drawings or specified by the Employer's Agent.

(g) Concrete-lined open drains

In the last paragraph replace *,be covered with polyethylene sheeting 0.15 mm thick* with *,be covered with polymer film type sheeting of 150 micron (0.15 mm) thickness*.

Add the following to the last paragraph:

Alternatively the surface could be sprayed with invert bituminous emulsion as soon as possible after the excavations have been trimmed and compacted. The sprayed surfaces shall be maintained until the concrete lining is cast. The nominal rate of application of the emulsion shall be 0.5 litre/m² unless otherwise instructed by the Employer's Agent.

(i) Construction sequence

Replace the contents of this subclause with the following:

Where new base layers and kerb and channels or concrete lined open drains alongside the road edge are constructed, the method of construction sequence shall be determined by the Contractor taking into account stormwater surface drainage, base layer construction and protection of completed base layer, kerb and channels or concrete lined open drains alongside the road edge.

The Contractor shall submit to the Employer's Agent for approval, his construction sequence with specific reference to reasons for said sequence. The submission to and approval by the Employer's Agent shall not relieve the Contractor of this duties and responsibilities in terms of the specifications. Furthermore no additional claims due to the Contractor's construction sequence shall be allowed. All additional costs due to the Contractor's construction sequence shall be deemed included in the tendered rates for items related to the Works.

- (i) *Where kerbs and channelling or concrete lined open drains alongside the road edge are constructed before the base*

In this case slip-form units or cast in situ units may be constructed. During working and constructing the base, precautionary measures shall be taken to prevent the concrete work from being damaged or disturbed.

- (ii) *Where kerbs and channelling or concrete lined open drains alongside the road edge are constructed after the granular base*

The base shall be constructed wider than the specified width, after which a neat excavation shall be made for the kerbing or channelling or concrete lined open drains alongside the road edge. Any over-excavation shall be back filled with concrete cast simultaneously with the kerbs and channelling or concrete lined open drains alongside the road edge.

- (iii) *Where kerbs and channelling or concrete lined open drains alongside the road edge are constructed after the bitumen stabilised base*

The bitumen stabilised base shall be constructed wider than the specified width and shall then be cut back accurately with a mechanical saw to a marked line to give a neat joint line between the kerbs or channelling or concrete lined open drains alongside the road edge and the bitumen stabilised base layer. The bitumen stabilised base layer shall then be removed to the required depth.

- (iv) *Where kerbs and channelling or concrete lined open drains alongside the road edge are constructed after the asphalt base and/or asphalt surfacing*

The asphalt base and/or asphalt surfacing shall be constructed wider than the specified width and shall then be cut back accurately with a mechanical saw to a marked line to give a neat joint line between the kerbs or channelling or concrete lined open drains alongside the road edge and the asphalt layer. The surfacing and base shall then be

removed to the required depth.

Add the following subclause:

(1) Demolition of existing kerb and channel and concrete lined drains

Where shown on the drawings and/or indicated by the Employer's Agent, the existing kerb and channel and concrete lined drains shall be demolished to a specified maximum size, removed and transported to an approved spoil site as provided by the Contractor. All adjoining existing work shall be protected against damage during such excavation and removal. Any damage to such work shall be made good at the Contractor's cost.

PS2307 MEASUREMENT AND PAYMENT

Item	Unit
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PS23.07 Trimming of excavations for concrete-lined open drains:

Replace the first and second paragraphs with the following:

No payment for this item shall be made under this Contract. All costs related to the trimming of excavations for concrete-lined open drains are deemed included in item PS21.01.

Item	Unit
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Amend item 23.13 to read:

PS23.13 Polymer film sheeting (0.15 mm thick) for concrete-lined open drains

Item	Unit
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PS23.14 Cutting bituminous surfacing and pavement layers for concrete kerbing, channelling or concrete-lined drains

Add the following paragraph:

No payment for this item shall be made for cutting of bituminous surfacing and pavement layers, constructed under this Contract, for the construction of concrete kerbing, channelling or concrete-lined drains.

Add the following items:

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

**PS23.16 Demolition and removal of existing kerbs
and/or channel, concrete lined drains (specify maximum size)**

**cubic metre
(m³)**

The unit of measurement shall be the cubic metre of material demolished measured in situ before demolition or excavation.

The tendered rate shall include full compensation for breaking up the existing concrete or reinforced concrete to a specified maximum size, removal from site to an approved spoil site, clearing the excavation of all loose debris and to backfill the excavation where new concrete is not required.

The tendered rates shall also include full compensation for transporting the products of demolition for a free-haul distance of 1.0 km.

Item	Unit
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PS23.17 Extra over items 23.01 and 23.02 for concrete kerbing or concrete kerbing and channelling on curves:

(a) on curves of radii more than or equal to 5.0 m but less than 20.0 m	metre
---	-------

(m)

- (b) on curves with radii more than or equal to 1.0 m but less than 5.0 m metre
(m)
- (c) on curves with radii less than 1.0 m metre
(m)

The unit of measurement shall be the metre of concrete kerbing or kerbing and channelling combination complete as constructed, measured along the front face of the kerb.

The tendered rate shall include full compensation for the additional costs involved in setting out, preparing and constructing as specified on curves with radii less than 20 m.

Item	Unit
PS23.18 Cast in-situ concrete (specify class of concrete) edge beams (specify size) as per specified drawing	metre (m)

The unit of measurement shall be the metre of cast in-situ concrete edge beam constructed in accordance with the drawings or as instructed by the Employer's Agent, measured along the front face of the cast in-situ concrete edge beam.

The tendered rate shall include full compensation for the necessary saw cutting of (existing or constructed under this Contract) bituminous surfacing and pavement layers, excavation (in all classes), compacting bottom of trench to 93% of MDD, formwork, finishing, and for procuring, furnishing and installing all materials, protecting against vehicular damage until concrete strength is achieved and filling and pointing all joints.

Item	Unit
PS23.19 Extra over items 23.01 and 23.02 for drop kerbs at pedestrian crossings and driveways	metre (m)

The unit of measurement shall be the metre of drop kerb installed measured from the starting point where the kerb on one side starts tapering down, across the lowered section as specified, up to the end where the kerb is at its correct level on the other side.

The tendered rate shall include full compensation for the additional costs involved in having to excavate and construct deeper and inclined, and shall include full compensation for all the labour, excavation, materials and backfill to complete the pedestrian crossing or driveway access as specified.

PS23.20 Construction sequence where new base layers and kerb and channels or concrete lined open drains alongside the road edge are constructed	metre (m)
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The unit of measurement shall be the metre of kerb and channels or concrete lined open drains alongside the road edge constructed with new base layers, measured along the front face of the concrete unit.

The tendered rate shall include full compensation for the additional costs involved in terms of the approved construction sequence where new base layers and kerb and channels or concrete lined open drains alongside the road edge are constructed.

Item	Unit
PS23.21* Precast concrete site access slab	
(a) Slab (type, drawing)	. num ber, No.

The unit of measurement shall be the number of precast concrete slab whose dimension shall be provided in a

drawing.

The tendered rate shall include full compensation for the design, manufacture, delivery to site and placement on gate access.

SECTION 3200: SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS AND CUTTING AND PLACING AND COMPACTING THE GRAVEL LAYER

PS3201 SCOPE

Add the following:

The provision of Section 3200 relating to borrow pits shall apply mutatis mutandis to such places where material is worked in situ or material is recovered from an existing road. Similarly the provisions of Section 3200 relating to material from borrow pits shall apply mutatis mutandis to material worked in situ or material recovered from an existing road.

PS3204 BREAKING-DOWN THE MATERIAL

(b) Further breaking-down of pavement material

Replace sub-items (b) (ii)(1) to (8) with the following:

For the purpose of this specification, normal grid-rolling shall mean the following:

- (1) The material shall be placed or bladed to the one side of the road to provide working space for breaking down the material.*
- (2) A portion of the material shall be spread in a thin layer, to a width which the grid roller shall be able to cover in a single pass, on a compact surface.*
- iii. The grid roller, which shall proceed at a speed of at least 12 km/h and shall have a minimum mass of 13,5 tons, shall do four complete roller passes over the material.*
- (4) Any oversized material shall be removed by hand, and/or constructional plant as provided in Clause 3210.*
- The broken-down material shall be placed in a windrow to the opposite side of the material still to be broken-down.*
- (6) Repeat Steps (2) to (5), but place the second windrow next to the first.*
- To mix the material, the two windrows formed in Steps (2) to (6) shall then be bladed into a single windrow to the side of the road.*
- (8) Repeat Steps (2) to (7) until all the material that needs to be broken-down has been treated.*

PS3208 PLACING AND COMPACTING THE MATERIALS IN LAYER THICKNESSES OF 200mm AND LESS AFTER COMPACTION

(d*) Construction joints in new layers

Where construction joints are formed between adjacent portions of the same layer the following conditions shall apply:

- i. Joints shall be either at right angles or parallel to the road centreline.*
- ii. Joints in successive layers shall not correspond with those of the layers below and shall be offset at a minimum of 150mm or as indicated on the drawings.*
- iii. The need for and positions of all proposed joints shall be approved by the Employer's Agent prior to the commencement of work.*
- iv. During the creation of a joint in a layer, the existing material or the material previously placed for the specific layer shall either be cut back sufficiently (minimum 150mm) to ensure the incorporation of any loose or disturbed material, or ripped (minimum 150mm) and compacted together with the new portion of the layer to be constructed or only re-compacted together with the new portion of the layer as may be required by the Employer's Agent to ensure that a sound fully compacted joint is formed.*

For pavement layers thicker than 200 mm the same shall apply.

SECTION 3300: MASS EARTHWORKS**PS3302 MATERIALS****(b) Fill**

Add the following to Sub-clause (i):

At least 20 % of rockfill material by mass pass the 4.75 mm sieve in order to obtain maximum densities.

Add the following to Sub-clause 3302(b)(ii):

The minimum CBR at 93 % modified AASHTO density of the material, at a depth between 0 m and 1.0 m below final surface, shall be 7.

In addition, a maximum swell of 1.5 % at 100% modified AASHTO density shall apply.

PS3303 CLASSIFICATION OF CUT AND BORROW EXCAVATION**(a) Classes of excavation****(i) Soft excavation**

Delete the paragraph starting with

“or

A tractor-scraper unit subclause 3303(a)(ii)”

(ii) Intermediate excavation

Delete this subclause in its entirety.

(iii) Hard excavation

Delete the first paragraph and **replace** it with the following:

Hard excavation shall be excavation in material that cannot be efficiently excavated using the equipment in subclause 3303(a)(i).

(iv) Boulder excavation class A

Delete this subclause in its entirety.

(v) Boulder excavation class B

Delete this subclause in its entirety.

PS3305 TREATING THE ROADBED**(a) Removing unsuitable material**

Add the following to the first paragraph:

Roadbed material within 0.7 m of the finished road level shall have a minimum CBR of 3 at 90 % of modified AASHTO density. Any material which does not meet this requirement shall be treated as unsuitable and removed.

PS3307 FILLS

(d) **Benching**

Add the following to the first paragraph:

Where existing fills are to be widened, or where fills are to be constructed adjacent to existing fills, the existing side slopes shall be benched in accordance with the details shown on the drawings or the instructions of the Engineer and no work to widen a fill shall commence until instructions in this regard have been issued.

Replace the first sentence of the second paragraph with the following:

The dimensions of benches as well as the extent by which existing fills have to be cut back prior to forming the benches shall be subject to the Engineer's approval.

Replace the word **two** in the second paragraph with *three*.

Add the following at the end of this Sub-clause:

Method C

The first bench shall be cut into the existing road prism to the height determined by the Engineer. The combined width of the bench and the additional fill widening required shall be adequate for accommodating normal-width self-propelled construction equipment. Material from the top of the existing fill shall be cut down into the bench formed, spread and compacted in layers until the fill widening is complete to the full depth of the bench.

A further bench shall be cut into the existing fill and the process of cutting down and compacting existing material repeated. This process shall continued until a level platform is formed to the full width of the final widened fill.

Fill material shall then be imported and a new fill constructed on the platform to the required fill levels.

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL**PS3405 CONSTRUCTION TOLERANCES****(a) Level**

Replace the table in the subclause with the following:

Layer	H ₉₀	H _{max}
Selected layers	25 mm	33 mm
Sub-base layers	15 mm	20 mm
Base layers	12 mm	15 mm
Shoulders and wearing course	N/A	25 mm

Add the following:

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

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

(b) Layer thicknesses

Replace the table in the subclause with the following:

Layer	D ₉₀	D _{max}	D _{ave}
Selected layers	25 mm	35 mm	8 mm
Sub-base layers	18 mm	24 mm	5 mm
Base layers	15 mm	22 mm	5 mm
Shoulders and wearing course	N/A	30 mm	0 mm"

PS3406 QUALITY OF MATERIALS AND WORKMANSHIP

Replace the second paragraph with the following:

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

PS3407 MEASUREMENT AND PAYMENT

Delete and replace the paragraph under the clause heading with the following:

For this Contract measurement and payment under items 34.08, 34.09 and 34.13 are not applicable. The cost of additional work in restricted areas shall be included in the bulk rates.

Add the following:

The tendered rates for items under this sections shall also include full compensation for all additional cost related to construction joints in new layers, as specified in subclause B3208(d), due to the construction of layer in half-widths or partial-widths.

SECTION 5600: ROAD SIGNS**PS5601 SCOPE**

In the second paragraph amend **the South African Road Traffic Signs Manual** to read *the latest edition of the South African Road Traffic Signs Manual and the Road Traffic Act No 29 of 1989 and Regulations*.

Add the following paragraph:

Signs shall comply in all respects with the requirements of SABS 1519-1990 notwithstanding any conflicting requirements which may be included in this Section.

PS5602 MATERIALS**(g) Retro-reflective material**

In the first sentence replace “CKS 191” with “SABS 1519-1990. The following terms shall be deemed to have the same meaning:”.

Add the following paragraphs:

The durability of non-reflective and Class I signs shall be guaranteed for a minimum of seven years and Class II and Class III signs for ten years. The performance warranty with regard to coefficient of retro-reflection, chromaticity co-ordinates and durability shall also be provided for retro-reflective sheeting.

Reflective materials shall be readily identifiable as to their specific class and marked as such by the manufacturer in terms of SABS 1519-1990. The identification mark for each class shall be provided to the Engineer.

PS5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS**(a) Road sign boards**

Add the following to the third paragraph:

All reinforcement frames required shall be supplied with an undercoat and a high quality spray finish. Where epoxy glue is used to fix sign boards to frames the glue shall last for the specified sign guarantee period.

(f) Roads sign supports

Delete this Sub-clause and replace with the following:

(i) Supports for large signs (sign area > 2 m²)

Support for large ground mounted signs shall be constructed in accordance with the details shown on the drawings. Where the details provided do not suit the framework and attachment details of the road sign boards proposed for use, the Contractor shall design new supports and submit the details to the Engineer for approval before manufacture.

(ii) Support for small sign (sign area < 2 m²)

Some small ground mounted signs shall be supported on steel posts. The posts shall be fabricated from 76 mm outside diameter 3 mm steel tubing or 102 mm outside diameter 2.8 mm steel tubing as directed by the Engineer to suit the type and size of the sign to be supported. The open ends of all posts shall be closed either by the use of standard fitting or by welding on a mild steel plate. The posts shall be galvanized and painted grey.

PS5604 ROAD SIGN FACES AND PAINTING**(a) Colours, symbols and legends**

In the second paragraph delete everything after **conform to** and replace with *comply with the requirements of SABS 1091*.

Add the following paragraphs:

All reflective signs shall be solid colours and not silk screened. Non-reflective borders, diagonals, letters and legends on non-reflective signs shall be made of cast vinyl material with a seven year durability. Colour impregnated reflective material shall be used and applied according to the requirements of the sheeting manufacturer.

All symbols, letters and numerals shall be applied with a single piece of material.

All borders shall be restricted as follows:

Round signs - not more than four pieces

Octagonal sign - not more than eight pieces

Triangular signs - not more than three pieces

Diagonals and all other sign components shall be restricted to the minimum number of pieces required.

Overlap between adjacent pieces shall be a minimum of 10 mm.

(e*) Information marking

Information marking shall appear on each sign as required by SABS 1518-1990 except that the size of lettering shall not exceed 30 mm. The address or telephone number of the sign manufacturer may not appear on the sign. If a sign is made up of a number of panels the required information marking shall appear on at least two panels. The materials used for marking shall remain intact on the sign for the duration of the specified guarantee periods. Where double sided signs are required the manufacturer shall submit for approval by the Engineer the proposed method for information marking.

PS5606 ERECTING ROAD SIGNS**(b) Excavation and backfilling**

In the first sentence of the first paragraph after the words **shown on the drawings** add *or as directed by the Engineer*.

PS5609 MEASUREMENT AND PAYMENT

Item	Unit
PS56.01 Road sign boards with painted or coloured background. Symbols, lettering and borders in Class I retroreflective material, where the signboard is constructed from:	
(d) Standard steel profile (chromadek 1.6 mm thick) for 40 km/h speed limit complete with brackets and clamps:	
(i) list signs are required	Num b e r (No.)

PS56.03 Road sign supports (overhead road sign structures excluded)

In sub-item (b) after **steel tubing** add *diameter and type indicated*

Add the following new item:

<i>Item</i>	<i>Unit</i>
<i>PS56.10* Extra Over Item 56.05 for Concrete Backfill</i>	<i>cubic meter, (m³)</i>

The unit of measurement shall be the cubic metre placed according to the dimensions shown on the drawings or as directed by the Engineer.

The tendered rate shall include full compensation for the additional cost of backfilling with concrete.

SECTION 6300: STEEL REINFORCEMENT FOR STRUCTURES

PS6302 MATERIALS

– Steel bars

Replace the second paragraph with the following:

The use of cold-worked bars will not be permitted.

PS6303 STORING THE MATERIALS

Add the following:

This Contract shall be regarded as being in an aggressive environment as far as the storage of steel reinforcement is concerned and therefore steel shall be store in sheds or other approved under-cover storage.

PS6306 PLACING AND FIXING

Add at the end of the second paragraph:

Spacers of approved design include approved plastic or other proprietary spacers, or purpose made precast mortar blocks.

Where mortar blocks are used they shall be properly shaped so as not to slip out of position and shall be made of mix as the mortar of the concrete in which they are to be placed. The mortar shall be well compacted by approved means onto the moulds to result in blocks with a density of a least 2 300 kg/m³ and which are free from honeycombing. They shall be cured in water for at least 7 days. Mortar blocks which have not been manufactured and cured strictly in accordance with these requirements or which are in any other way considered unsatisfactory by the Engineer, will be rejected and shall be removed from the Site.

Add the following:

Substitution of the mild steel reinforcement as indicated on the drawings by an equivalent area of high tensile steel reinforcement or vice versa will not be permitted.

SECTION 6400: CONCRETE FOR STRUCTURES**PS6402 MATERIALS****a. Cement**

Replace this Sub-clause with the following:

Only ordinary portland cement with a guaranteed low alkali content (i.e. equivalent sodium oxide content calculated as $[Na_2O + 0,658 K_2O]$) of less than 0.6% by mass of cement, complying with SABS 471, shall be used in the Works. Test certificates to this effect shall be submitted to the Engineer for each cement consignment.

PS6403 STORING THE MATERIALS**(a) Cement**

Add the following at the end of this sub-clause

Cement shall either be stored on a floor above ground level or on a waterproof sheet which will protect it from moisture.

PS6404 CONCRETE QUALITY**b. Strength concrete**

Add the following after the first paragraph:

The mixes of the various classes of strength concrete shall be designed to have a mean strength greater than the lower acceptance limit based on an initial standard deviation of 5.5 MPa.

After 15 samples of a particular class of concrete have been tested, the Contractor may, with the Engineer's approval, adjust the mix proportions to approach more closely the acceptance limit L_a .

For all reinforced concrete work, the cement/water ratio of the mix, shall not be less than 1.90.

PS6407 PLACING AND COMPACTING**a. General**

Add the following at the end of this Sub-clause:

The placing of concrete during other than daylight hours will only be permitted with the prior arrangement and written approval of the Engineer.

PS6408 CONSTRUCTION JOINTS

No vertical substructure construction joints other than those shown on the drawings will be allowed. Horizontal construction joints in the substructure which are necessitated by the method of construction employed by the Contractor will be allowed subject to the Engineer's approval.

PS6409 CURING AND PROTECTING

Add the following Sub-clauses at the end of this clause:

(h)* Curing of concrete

Curing of concrete shall be carried out thoroughly as this is one of the most important

steps in securing a durable and impervious concrete mix. All concrete shall be kept continuously wet for at least 7 days.

Only water from an approved source shall be used for curing. Water from a river or stream which is contaminated shall not be used.

(i)* Curing membranes

The use of membrane curing compounds will be allowed subject to the Contractor producing sufficient cube test results which conclusively indicate the adequacy of the compound by comparing cubes which have been cured with the proposed curing membrane and left exposed to the elements with an equal number of air cured and water cured cubes, i.e. provided the curing membrane cured cubes attain at least 85% of average compressive strength of the water cured cubes. A discolouration and weathering test shall also be carried out on a sample concrete surface of at least 5m².

Any curing compound which weathers in unsightly manner, will not be acceptable. If approved, the curing compound may only be used on vertical faces of cast in situ members of the structures.

Before any membrane curing compound is used, each batch shall be tested on a trial surface to ensure that it forms a satisfactory membrane, and any compound which is unsatisfactory, in the opinion of Engineer, shall be rejected. Surfaces where curing membranes are used shall be treated in such a manner that the final concrete texture and colour blends in with the rest of the concrete work.

Furthermore, the Engineer may, at his discretion, require the Contractor to immediately adopt an effective alternative means of curing any area of the structure to which a membrane has been applied which in the opinion of the Engineer, is unsatisfactory.

PS6414

QUALITY OF MATERIALS AND WORKMANSHIP

a. Criteria for compliance with the requirements

The 28 day cube crushing strength of concrete shall be judged in accordance with Clause 8305.

Accelerated compressive strength test shall be carried out at 7 days on cubes taken from concrete poured in those sections of retaining wall or bridge where the Contractor plans to continue concreting subsequent sections or to allow construction traffic loads on the structure prior to the 28 days crushing strength of the concrete being available. The minimum frequency of sampling shall be not less than 1 sample for volumes 0 to 50 m³, 2 samples for 50 to 100 m³ and for 3 samples for over 100 m³ of concrete.

b. Procedure in the event of non-compliance with the requirements

In the first line of sub-clause 6414 (b)(i), replace 56 days" with 35 days".

PS6415 MEASUREMENT AND PAYMENT

Insert the following new Sub-clause at the beginning of clause 6416:

(a)* General

In addition to the requirements of Items 64.01, 64.02 and 64.03, the tendered rates shall also include for the provision of the necessary cube moulds and the making, curing, transporting and testing of concrete cubes, all to the approval of the Engineer.

(b) Design variations

No compensation will be made for design variations requested by the Contractor in order

to accommodate amendments to reinforcing positioning or any other amendment requested by the Contractor for the accommodation of his construction techniques or for construction simplification as approved, requiring additional material and/or resulting in extra costs. Such authorised variations will be held to have been adequately covered in the Contractor's rates and prices and measurement and payment will be in accordance with the original drawings and tendered rates and prices respectively.

PS64.01 Cast in situ concrete

Add the following at the end of this Sub-clause:

Where foundation slabs are cast directly against the face of the excavations, the volume of the concrete measured for payment shall include the total volume of concrete placed, up to a maximum over the neat footing dimensions in plan of 200 mm. No formwork to the footing shall be measured when the concrete is cast against the face of the excavations.

Add the following new item:

Item	Unit
PS64.07* Bituminous coating of concrete surfaces in contact with the earth	square metre (m ²)

The unit of measurement shall be the square metre of concrete surface to which a prime coat and two finishing coats of bituminous emulsion have been applied as specified.

The tendered rate shall include full compensation for procuring and furnishing all materials and for all labour, equipment and incidentals required for and the completion of the work as specified.

A.2 HIV/AIDS

HIV/AIDS REQUIREMENTS

PH1.SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

Raising awareness about HIV/AIDS through education and information on the nature of the disease, how its is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers.

- Informing Workers of their rights with regard to HIV/AIDS in the workplace.
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

PH2. DEFINITIONS AND ABBREVIATIONS

PH2.1 DEFINITIONS

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes.

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent.

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all.

PH2.2 ABBREVIATIONS

HIV	:	Human Immunodeficiency Virus
AIDS	:	Acquired Immune Deficiency Syndrome
STI	:	Sexually Transmitted Infection

PH3. BASIC METHOD REQUIREMENT

The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor.

- ◆ Number of Workers and Sub-contractors on site;
- ◆ When new Workers of Sub-contractors will join the construction project;
- ◆ Duration of Workers and Sub-contractors on site;
- ◆ How the maximum number of Workers can be targeted with workshops;
- ◆ How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker;
- ◆ Profile of Workers, including educational level, age and gender (if available);
- ◆ Preferred time of day or month to conduct workshops;
- ◆ A Gantt chart reflecting the construction programme, for scheduling of workshops; and
- ◆ Suitable venues for workshops

The Contractor shall submit to the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available

a suitable venue that will be conducive to education and training.

The Service Provider Workshop Plan shall address, but will not be limited to the following:

- 3.1 The nature of the disease;
- 3.2 How it is transmitted;
- 3.3 Safe sexual behaviour;
- 3.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.5 Attitudes towards other people with HIV/AIDS;
- 3.6 Rights of the Worker in the workplace;
- 3.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.8 How the Service Provider will support the Awareness Champion;
- 3.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.10 How the workshops will be presented, including frequency and duration;
- 3.11 How the workshops will fit in with the construction programme;
- 3.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.13 How the video will be used;
- 3.14 How the Service Provider will elicit maximum participation from the Workers; and
- 3.15 A questions and answers slot (interactive session)

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated

PH4. **HIV/AIDS AWARENESS EDUCATION AND TRAINING**

PH4.1 **WORKSHOPS**

The Contractor shall ensure that all Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

PH4.2 **RECOMMENDED PRACTICE**

PH4.2.1 **Workshop Schedule**

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session.

PH4.2.2 **Service Providers**

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works. In the event that this is not available, the contractor will engage a credible Service Provider.

PH4.2.3 **HIV/AIDS Specific Learning Outcomes and Assessment Criteria**

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met.

PH4.2.3.1 **UNIT 1: The Nature of HIV/AIDS**

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

Assessment Criteria:

1. Define and describe HIV and AIDS
2. List and describe the progression of HIV/AIDS

PH4.2.3.2 ***UNIT 2: Transmission of the HI Virus***

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted.

Assessment Criteria:

1. Record in what bodily fluids the HI virus can be found
2. Describe how HIV/AIDS can be transmitted
3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS

PH4.2.3.3 ***UNIT 3: HIV/AIDS Preventative Measures***

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream.

Assessment Criteria:

1. Report on how to minimise the risk of HIV/AIDS infection
2. Report on precautions that can be taken to prevent HIV/AIDS infection
3. Explain or demonstrate how to use a male and female condom
4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS transmission

PH4.2.3.4 ***UNIT 4: Voluntary HIV/AIDS Counselling and Testing***

After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counselling.

Assessment Criteria:

1. Describe methods of testing for HIV/AIDS infection
2. Report on why voluntary testing is important
3. Report on why pre- and post-test counselling is important

PH4.2.3.5 ***UNIT 5: Living with HIV/AIDS***

After studying and understanding this unit, the Workers will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS.

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS
2. Describe nutritional needs of people living with HIV/AIDS
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS
4. Explain the need for counselling and support to people living with HIV/AIDS

PH4.2.3.6 ***UNIT 6: Treatment Options for People with HIV/AIDS***

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

Assessment Criteria:

1. Discuss anti-retroviral therapy
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS
4. Describe post exposure prophylactics

PH4.2.3.7 *UNIT 7: The Rights and Responsibilities of Workers in the Workplace with Regard to HIV/AIDS*

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way.

Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important

PH4.3 *DISPLAYING OF PLASTIC LAMINATED POSTERS AND DISTRIBUTION OF INFORMATION BOOKLETS*

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of Public Works.

The above mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover.

The posters on display must always be intact, clear and readable.

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site.

PH5. *PROVIDING WORKERS WITH ACCESS TO CONDOMS*

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agents, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

PH6. *ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)*

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis

and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

PH7. APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner.

The Awareness Champion shall be responsible for:

- 7.1 Liaising with the Service Provider on organising awareness workshops;
- 7.2 Filling condom dispensers and monitoring condom distribution;
- 7.3 Handing out information booklets;
- 7.4 Placing and maintaining posters

PH8. MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent.

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent.

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager, through the Representative/Agent.

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a close out programme report, shall be completed by the Contractor at the end of the contract.

PH MEASUREMENT AND PAYMENT

PH9.1 Principles

Tenderers (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main Tenderer) must ensure that they make adequate financial provision in their tenders for full compliance with the HIV/AIDS specifications. Financial provision shall therefore be made by each Tenderer for, inter alia, the following:

- ◆ Carrying out and conducting workshops
- ◆ Creating awareness of HIV/AIDS.
- ◆ Preparation of a workshop plan.
- ◆ Dispensing of all type and required condoms, utensils, posters, etc.

PH9.2 PAYMENT

Item	Unit
PH9.2.1 Preparation of workshop plan, safe work procedures, the provision of all required condoms and utensils, posters, running workshops	Lump Sum

The amount will be paid on monthly basis and on proof of progress.

[illegible]

(dd/mm/yy) _____

Reporting period: (dd/mm/yy) _____

to (dd/mm/yy) _____

Deviations from HIV/AIDS awareness program plan:

Corrective actions

Representative/Agent

Departmental Project
Manager

Date _____

Date

SCHEDULE B**HIV/AIDS AWARENESS PROGRAM: SERVICE PROVIDER REPORT**

Reporting period (dd/mm/yy): _____ to (dd/mm/yy): _____

Number of workshops conducted in reporting period: _____

Number of scheduled workshops according to approved workshop plan: _____

Deviations from workshop plan:

--

State reasons for deviating from workshop plan

--

Corrective actions:

--

Service Provider_____
Contractor_____
Date_____
Date

SCHEDULE B	
HIV/AIDS AWARENESS PROGRAM	
WORKSHOP CONTENT ADDRESSED	
1	1. HIV/AIDS Awareness Program
2	2. HIV/AIDS Awareness Program
3	3. HIV/AIDS Awareness Program
4	4. HIV/AIDS Awareness Program
5	5. HIV/AIDS Awareness Program
6	6. HIV/AIDS Awareness Program
7	7. HIV/AIDS Awareness Program
8	8. HIV/AIDS Awareness Program
9	9. HIV/AIDS Awareness Program
10	10. HIV/AIDS Awareness Program
11	11. HIV/AIDS Awareness Program
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99	99. HIV/AIDS Awareness Program
100	100. HIV/AIDS Awareness Program

[illegible]

SCHEDULE C**CONTRACTOR HIV/AIDS PROGRAM REPORT**

Project name: _____

Project location: _____

Contract value of project: R_____

HIV/AIDS Program duration (dd/mm/yy): _____ to (Dd/mm/yy): _____

AWARENESS MATERIAL

Describe location of posters displayed during the program: _____

Comments on posters: _____

Indicate total number of booklets distributed:: _____

Comments on booklets: _____

CONDOMS

Indicate total number of male condoms distributed: _____

Indicate total number of female condoms distributed: _____

Describe where male condom dispenser was placed: _____

Describe where female condom dispenser was placed: _____

HIV/AIDS WORKSHOPS

Indicate the total number of HIV/AIDS workshops conducted: _____

Indicate the duration of workshop: _____

Indicate the total number of Workers that participated in the HIV/AIDS workshops: _____

Indicate the total number of Workers that were exposed to the video on HIV/AIDS in the Construction Industry:

Comments on HIV/AIDS workshops on site: _____

GENERAL

Briefly describe program activities and satisfaction with outcome: _____

Additional comments, suggestions or needs with regard to the HIV/AIDS awareness programs on site:

Please indicate if your company has a formal HIV/AIDS policy focussing on HIV/AIDS awareness raising and care and support of HIV/AIDS Workers

Yes	No	Currently developing one
-----	----	--------------------------

Please indicate if, to your knowledge, you have lost any workers during the duration of the project to HIV/AIDS related sickness. One or more of the following might indicate an HIV/AIDS related death:

Excessive weight loss
Reactive TB
Hair loss
Severe tiredness

Coughing or chest pain
Pain when swallowing
Persistent fever
Diarrhoea

Vomiting
Meningitis
Memory loss
Pneumonia

Number of HIV/AIDS-related deaths: _____

Contractor

Date

Departmental Project Manager

Date

A.3 ENVIRONMENTAL MANAGEMENT PROGRAM

PZ2.6 MEASUREMENT AND PAYMENT**PZ2.6.1 Compliance with the environmental issues**

- (a) Full compliance with the Environmental Management Program.....L/Sum
- (b) Full compliance with the requirements of the Environmental Impact Assessment specific to the works.....L/Sum

The rate shall include for the compliance, in all respects, of the works, monitoring, assessing, safeguarding, reducing nuisance and all other aspects of the environment associated with ensuring that at all times the environment is not degraded.

The lump sum will be broken down and paid in accordance with monthly drawdowns and never paid out in full once.

A.4 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

PAM CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

PAM1.1 *BACKGROUND TO THE PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION*

The Construction Regulations (July 2003) place the onus on the Client to prepare a pre-construction health and safety specification, highlighting all risks not successfully eliminated during design.

PAM1.2 *PURPOSE OF THE PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION*

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and the now promulgated Construction Regulations (July 2003) in order to reduce incidents and injuries. This pre-construction specification shall act as the basis for the drafting of the construction phase Health and Safety plan. These specifications in no way release Construction from compliance with the relevant Legal requirements.

The pre-construction specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health and safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. cost, programme environment; etc.

PAM1.3 *IMPLEMENTATION OF THE PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION*

This specification forms an integral part of the contract, and the Contractor is required to use it as pre-tender phase when pricing his tender. The Principal Contractor shall forward a copy of this specification to all Contractors at their bidding stages so that they can in turn price their bids accordingly.

PAM 2 PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

PAM2.1 *SCOPE*

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the project.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

PAM2.2 *INTERPRETATIONS*

PAM2.2.1 Application

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

PAM2.2.2 Definitions

The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations (July 2003) shall apply.

PAM2.3 *MINIMUM ADMINISTRATIVE REQUIREMENTS*

PAM2.3.1 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to the Client prior to work commencing on site

PAM2.3.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations, prior to commencement of work. Proof of competency must be included. See Annexure B.

PAM2.3.3 Competency for Contractor's Appointed Competent Persons

Contractor's competent persons for the various risks management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (July 2003). Proof of competence for the various appointments must be included.

PAM2.3.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the Client as proof of registration. Sub Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

PAM2.3.5 Occupational Health and Safety Policy

The Principal Contractor and all Sub Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company.

PAM2.3.6 Health and Safety Organogram

The Principal Contractor and all sub Contractors shall submit an organogram, outlining the Health and Safety Site Management Structure including the relevant appointments/ competent persons. In case where appointments have not been made, the organogram shall reflect the intended position. The organogram shall be updated when there are any changes in the Site Management Structure.

PAM2.3.7 Preliminary Hazard Identification Risk Assessment and Progress Hazard Identification and Risk Assessment

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval to the Client. The risk assessment must include;

- A list of hazards identified as well as potentially hazardous tasks;
- A documented risk assessment based on a the list of hazards and tasks;
- A set of safe working procedures (method statement) to eliminate, reduce and /or control the risks assessed;
- A monitoring and review procedure of the risks assessment as the risk change

The Principal Contractor shall ensure that all Sub Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risk change and as new risks develop. Proof of this must be kept for inspection by the Client or the Clients's Representative.

The Principal Contractor be responsible for ensuring that all persons who could be negatively affected by it operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented.)

PAM2.3.8 Health and Safety Representative

The Principal Contractor and all other Contractors shall, after due consultation with the parties concerned, ensure that an H&S Representative is appointed in writing as soon as there are 20 persons employed on site. Additional H&S Representative are required once the workforce exceed 50 persons. Copies of the appointments are to be attached to the H&S plan. Each H&S Representatives is to be trained to carry out their respective function and must carry out regular inspections, keep records, and report all findings to the responsible persons forthwith, and also at the next H&S meeting. Copies of these documents are to be kept in the Project H&S File.

PAM2.3.9 Health and Safety Committees

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organised and chaired by the Principal Contractor's Responsible Person. All Contractor's Responsible Persons and Health and Safety Representative shall attend the monthly health and safety meetings. Sub Contractors shall also have their own internal health and safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

PAM2.3.10 **Health and Safety Training**

PAM2.3.10.1 ***Induction***

The Principal Contractor shall ensure that all site personnel undergo a risk specific health and safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. A suitable venue must be supplied to house this training.

PAM2.3.10.2 ***Awareness***

The Principal Contractor shall ensure that , on site periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health and safety file. All Contractors have to comply with this minimum requirement. At least one of th Toolbox talks shall be on an environmental related issue.

PAM2.3.10.3 ***Competency of Site Personnel***

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out. This will have to be assessed on regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Sub Contractors are appointed to carry out construction work.

PAM2.3.10.4 ***Rules of Conduct***

Principal Contractors, their sub contractors and all employees under their control, including any visitor brought onto site must adhere to the following rules of conduct on site.

YOU MAY NOT

- Partake, posses or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site
- Indulge in practical jokes, horseplay, fighting or gambling.
- Destroy or tamper with safety devices, symbolic signs, or wilfully and unnecessarily discharge fire extinguishers.
- Bring onto site or have in your possession a firearm or lethal weapon.
- Assault, intimidate or abuse any other person.
- Operate construction equipment (vehicles or plant) without the necessary training, license and authorisation.
- Display insubordination towards any supervisor, foreman or Manager , in respect of carrying out properly issued instructions or orders for health and safety reasons
- Enter any area where you have no business, authorised to do so by the person in charge.
- Negligently , carelessly or wilfully cause damage to property of others.
- Refuse to give evidence, or deliberately make false statements during investigations.

PAM2.3.11 **General Record Keeping**

The Principal Contractor and all Sub Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (July 2003). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, etc. are kept in the health and safety file held in the site office. The Principal Contractor must ensure that every Sub Contractor opens its own health and safety file, maintains the file and makes it available on request.

PAM2.3.11.1 ***Inspections***

The following items must be regularly inspected and maintained (where applicable) and appropriate records kept on site:

- First Aid dressing registers
- Fire equipment
- Lifting equipment
- Lifting Gear

- Portable electric

PAM2.3.12 Health and Safety Audits, Monitoring and reporting

The Client (or the Client's Representative) shall conduct monthly health and safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health and safety. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client's audit reports shall be kept in the Primary Project Health and Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the client. Sub Contractors have to audit their sub-contractors and keep records of these audits in their health and safety files, and make them available on request.

PAM2.3.13 Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement of work on site. The procedure shall detail the response plan including the following key elements.

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of specific types of emergencies;
- Information on hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the Client in writing forthwith of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and available to site personnel.

PAM2.3.14 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Sub Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be qualified or sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes adequately stocked at all times. All Sub contractors with more than 5 employees shall supply their own first aid box. Sub Contractors with more than 10 employees shall have a trained, certified first aider on site at all times.

PAM2.3.15 Accident/Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health and safety plans how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly. Where necessary, in terms of Clause 24(1) of the Occupational Health and Safety Act, incidents shall be reported to an inspector.

PAM2.3.16 Hazards and Potential Situations

The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

PAM2.3.17 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued and wear hard hats, safe footwear, hand gloves, safety goggles, overalls, and face masks. Some of this equipment may be worn as and when required. The Principal Contractor and all Sub-Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- Lost or stolen;
- Worn out or damaged.

The above procedure applies to Sub Contractors and their contractors, as they are all Employers in their own right.

PAM2.3.18 Occupational Health and Safety Signage

The Contractor shall provide adequate on-site OHS signage. Including but not limited to “no unauthorised entry”, “report to site office”, “beware of overhead work”, “hard hat area”. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

PAM2.3.19 Permits

Permits may be required for certain activities and these are not limited to but may include the following:

- Use of Explosives and Blasting
- Work for which a fall prevention plan is required
- Use of cradles
- Excavation

PAM2.3.20 Contractors and their Sub-contractors

The Principal Contractor shall ensure that all Sub Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations (July 2003), and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as “Sub-contractors”, shall mutatis mutandis ensure compliance.

PAM2.3.21 Non-Compliance

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

PAM2.4 SPECIFIC PROJECT REQUIREMENTS

PAM2.4.1 Demolition Work

Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client. Approval will then be issued to the Principal Contractor to proceed with the demolition work. The Principal contractor shall ensure that demolition work complies with the Construction Regulations (July 2003).

PAM2.4.2 Excavations, Shoring, De watering or Drainage

The Principal Contractor and any relevant Sub Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification.

The Contractor shall make sure that:

- The excavations are inspected before every shift, each occurrence of rain or change to the excavation / shoring and a record is kept hereof;
- Any excavation shall be adequately shored if people are required to work in the excavation and the depth is more than 1.5 metres or where conditions render this necessary at lesser depths. Undercutting is not allowed.
- Safe work procedures have been communicated to the workers;
- Excavated material shall be placed as far from the trench as practically possible and a close watch shall be maintained at all times for signs of slipping (e.g. cracks developing at the edges of the excavation);
- Safe work procedures are enforced and maintained by the Contractor’s Responsible Persons at all times;
- The requirements as per section 11 of the Construction Regulations are adhered to.

PAM2.4.3 Edge Protection and Penetrations

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractor’s risk assessment must include (where

applicable) protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

PAM2.4.4 Explosives and Blasting

The Principal Contractor shall ensure that a competent Contractor undertakes the use of explosives and blasting (where required). A Safe Work Procedure (SWP) must be submitted to the Client for approval before commencement of blasting work. All blasting work shall comply with Explosives Act and Regulations.

PAM2.4.5 Piling

The Contractor shall ensure that piling is undertaken by a competent Contractor. A SWP shall be submitted to the Client for approval before commencement of this work.

PAM2.4.6 Stacking of Materials

The Principal Contractor and other relevant Sub Contractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

PAM2.4.7 Speed Restrictions and Protection

The Principal Contractor shall ensure that all persons in its employ, all Sub Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

PAM2.4.8 Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Sub Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

PAM2.4.9 Asbestos

The Principal Contractor is responsible for ensuring that all work involving asbestos complies with the Asbestos Regulations. Any Contractor involved in asbestos work must obtain temporary registration as an asbestos contractor from the Dept of Labour. Written safe work procedures and relevant risk assessments must govern all asbestos work. An asbestos contractor must provide exposed employees with the necessary training and information regarding asbestos, as well as the necessary personal protective equipment. Wetting down and low speed cutting techniques must be employed wherever possible to prevent airborne asbestos.

Any work involving friable asbestos (e.g. lagging or insulation), which falls under the definition of Demolition work as defined under the Asbestos Regulations, shall utilise an Approved Inspection Authority to carry out air monitoring, and a decontamination unit must also be provided.

PAM2.4.1 Construction Equipment

“Construction Equipment” includes all types of equipment including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment.

The Principal Contractor shall ensure that all such construction equipment complies with the requirements of the OHS Act 85/1993 and Construction Regulations (July 2003). The Principal Contractor and all relevant Sub Contractors shall inspect and keep records of inspections of the construction equipment used on site. Only authorised/competent persons are to use machinery and only under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times. Proof of medical tests as required by the Construction regulations shall be made available for inspection by the Client.

Vehicles shall not enter the site with:

- Defective exhaust systems

- Serious oil or fuel leaks
- Unsafe bodywork or loads
- Non standard equipment fitted.
- Improperly seated passengers
- Any obvious mechanical defects.

All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren.

PAM2.4.11 Vessels under Pressure (VuP) and Gas Bottles

The Principal Contractor and all relevant Sub Contractors shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate fire fighting equipment (Fire Extinguishers) on hand.

PAM2.4.12 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant Sub Contractors shall provide adequate and regularly serviced fire fighting equipment, located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. A competent person must conduct a Fire risk survey and proof of this survey must be kept in the Site Safety File.

PAM2.4.13 Hired Construction Equipment and Machinery

The Principal Contractor shall ensure that any hired construction equipment and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (July 2003) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health and safety file. All relevant Sub Contractors must ensure the same.

PAM2.4.14 Scaffolding / Working at Heights

Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations (July 2003) before this work is undertaken. The Client must approve the fall prevention plan before work may commence.

PAM2.4.15 Formwork and Support Work for Structures

The Principal Contractor shall ensure that the provisions of section 10 of the Construction Regulations (July 2003) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has been removed. Records of all inspections must be kept in a register on site.

PAM2.4.16 Lifting Machines and Tackle

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 20). There must be competent lifting machinery and a tackle inspector must inspect the equipment daily or before use, taking into account that:

- All lifting machinery and tackle has a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle;
- The tower crane bases have been approved by an engineer;

- The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

PAM2.4.17 Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, are fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Sub Contractors using their own ladders must ensure the same. Ladders shall not be used as horizontal walkways or as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

PAM2.4.18 General Machinery

The Principal Contractor and relevant Sub Contractors shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE of clothing, and training those who use machinery.

PAM2.4.19 Portable Electric Tools and Explosive Powered Tools

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal Contractor shall ensure that all-electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal Contractor shall ensure the following:

- A competent person undertakes routine inspections and records are kept;
- Only authorised trained persons use the tools;
- The safe working procedures apply;
- Awareness training is carried out and compliance is enforced at all times;
- PPE and clothing is provided and maintained;
- A register indicating the issue and return of all explosive rounds is kept;
- Ensure that the cartridges and explosive tool is lock up separately; and
- Signs are posted up in the areas where explosive powered tools are being used. (WARNING - EXPLOSIVE POWERED TOOL IN USE - KEEP CLEAR).

PAM2.4.20 High Voltage Electrical Equipment

There are overhead and underground high voltage electrical cables present on the site. These cables are shown on the drawing and due care shall be taken when working or travelling in their vicinity.

PAM2.4.21 Public and Site Visitor Health and Safety

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up, but shall not be the only measure taken.

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these “inductions” must be kept on site in accordance with the Construction Regulations.

PAM2.4.22 Night Work

The Principal Contractor must ensure that adequate lighting is provided to allow for work to be carried out safely.

PAM2.4.23 Transport of Workers

The Principal Contractor and other Sub Contractors shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store them;
- Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.

PAM2.4.24 Work in Confined Spaces

The Principal Contractor is to ensure that all persons, who are required to enter the jacked sleeve, are provided with sufficient ventilation, illumination, personal protective equipment and transport (e.g. a trolley and guide rope if necessary) to perform the required work.

PAM2.4.25 Tunnelling

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved. All requirements as set out in the Mines Health and Safety Act and Regulations (Act 29 of 1996) must be complied with.

PAM2.5 OCCUPATIONAL HEALTH

PAM2.5.1 Occupation Hygiene

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Principal Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and absorption of any hazardous substance and high noise level exposure. Site-specific health risks are tabled in Annexure C (e.g. cement dust, wet cement, wood-dust, noise, etc.).

PAM2.5.2 Welfare Facilities

The Principal Contractor must supply sufficient toilets (1 toilet per 30 workers), showers (1 for every 15 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

PAM2.5.3 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Principal Contractor or Sub Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

PAM2.5.4 Sanitisers

The Principal Contractor shall keep and make available to the workers hand sanitiser and shall sanitize all offices at least once a week.

PAM2.5.5 Body Temperature Monitoring

For the purpose of daily checking body temperature of workers, the Principal Contractor shall have a body temperature thermometer on site. All records shall be kept in accordance with the requirements of this specifications.

PAM3 MEASUREMENT AND PAYMENT

PAM3.1 Principles

Tenderers (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main Tenderer) must ensure that they make adequate financial provision in their tenders for full compliance with the OHS Act, the Regulations thereto and this H&S specification. Financial provision shall therefore be made by each Tenderer for, inter alia, the following:

- Carrying out and documenting risk assessments of all work to be carried out under the contract.
- Preparation of safe work procedures.
- Preparation of an H&S plan, discussing it with the Client, and then amending it as agreed.
- Preparation of a Project H&S File.
- Regular updating of all of the foregoing.
- Provision of PPE and protective clothing (face masks included) for employees.
- Complying with all H&S requirements for the duration of the contract.
- Provision of forced ventilation (as required when working in confined spaces).
- The completion and checking of the safety file upon completion of the works and handing it over to the Client.

To enable the Client to appraise the allowances that Tenderers have made for H&S in their tenders, so that he/she can fulfil his/her obligations in terms of Clause 4 (h) of the Construction Regulations, separate items have been included in the Bill of Quantities for Health and Safety.

Failure by a Tenderer to submit realistic prices for the scheduled H&S items may prejudice his tender.

PAM3.2 PAYMENT

<u>Item</u>	<u>Unit</u>
PAM3.2.1	Preparation of risk assessment, safe work procedures, the project H & S file, plan, the provision of PPE and protection clothing (inclusive of face masks), sanitisers, body temperature thermometer, and any other H & S matters that the contractor deems necessary.....Lump Sum

The full amount will be paid in one instalment only once:-

- (a) The Contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The Contractor has made the required initial Appointments of Employees and Sub-Contractors
- (c) The Client has approved the Contractors Health and Safety plan
- (d) The Contractor has set up his/her Health and Safety file

<u>Item</u>	<u>Unit</u>
PAM3.2.2	Full compliance with all H & S matters during the construction of the works under the contractLump Sum

Payment shall be effected as follows only after payment for Item PAM3.2.1 has been made.

Payment of incremental amounts (calculated by the division of the remainder of the tendered sum by the number of months remaining for completion of the works) will be authorised in each of the subsequent progress certificates until the tendered sum has been paid.

ANNEXURE A (to H&S specification)

PAM 4 TASK COMPLETION FORM

The Principal Contractor and Sub Contractors must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

PAM Item No.	Requirement	OHS Requirement	Submission Date
2.3.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations	Before commencement on site
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Construction Regulations	Together with H&S plan
2.3.8	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site
	Other		

ANNEXURE B (to H&S specification)

PAM 5 ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progresses)

Appointment	OHSA Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility - Contractor's Responsible Person
Construction Supervisor	CR6.1	A competent person to supervise and be responsible of Health and Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR6.2	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health and Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health and Safety of persons in the workplace.
Health and Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health and Safety matters.
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site and could be: <ul style="list-style-type: none"> • The employer • H&S Representative • Designated person • Member of the H&S Committee
Risk assessment coordinator	CR 7	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan coordinator	CR 8	A competent person to prepare and amend the fall protection plan.
First Aiders	CSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine and equipment inspector	DMR 18	A competent person to inspect lifting machines equipment and tackle.
Scaffolding Inspector	SABS 085	A competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding erector	GSR 13D	A competent person to erect scaffolding.
Scaffolding supervisor	SABS 085	A competent person to supervise scaffolding.
Formwork and support work inspector	CR 10	A competent person to inspect formwork and support work.

Excavation Inspector	CR 11	A competent person to inspect excavation work and ensure that approved safe working procedures are followed at all times.
Appointment	OHSA Reference	Requirement
Ladder Inspector	GSR 13A	A competent person to inspect ladders daily and ensures they are safe for use, keeping monthly record.
Stacking Supervisor	CR 26	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 19	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 22	A competent person to control all temporary electrical installations.
Fire-fighting equipment inspector	CR 27	A competent person to inspect fire-fighting equipment.

ANNEXURE C (to H&S specification)

PAM 6 OTHER REQUIREMENTS

The Principal Contractor shall comply but not be limited to the following requirements and shall report on these to the Client at progress meetings or at least monthly which ever is sooner.

What	When	Output	Accepted by Client and date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health and Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> • Incidents/accident and investigations • Non conformances by employees and contractors • Internal and External H&S audit reports 	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly and daily	Report OHS Act compliance: <ul style="list-style-type: none"> • Scaffolding • Excavations • Formwork and support work • Explosive tools 	
General Inspections	Monthly	<ul style="list-style-type: none"> • Fire fighting equipment • Portable electrical equipment • Ladders • Lifting equipment/slides 	
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractor's workman's compensation proof of good standing.	
Construction site rules and Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatories.	

A.5 CONTRACT ADMINISTRATION FORMS

DAILY PLANT RETURNS**MACHINE TYPE/DESCRIPTION:****MACHINE AVERAGE PRODUCTION RATE:****WEEK ENDING:**

	HOURS				
	M	T	W	H	F
Use					
Idle					
Broken					
TOTAL					

MACHINE TYPE/DESCRIPTION:**MACHINE AVERAGE PRODUCTION RATE:****WEEK ENDING:**

	HOURS				
	M	T	W	H	F
Use					
Idle					
Broken					
TOTAL					

MACHINE TYPE/DESCRIPTION:**MACHINE AVERAGE PRODUCTION RATE:****WEEK ENDING:**

	HOURS				
	M	T	W	H	F
Use					
Idle					
Broken					
TOTAL					

WEEKLY PLANT RETURNS

MACHINE TYPE/DESCRIPTION:

MACHINE AVERAGE PRODUCTION RATE:

MONTH ENDING:

	HOURS			
	WEEK ENDING			
Use				
Idle				
Broken				
TOTAL				

MACHINE TYPE/DESCRIPTION:

MACHINE AVERAGE PRODUCTION RATE:

MONTH ENDING:

	HOURS			
	WEEK ENDING			
Use				
Idle				
Broken				
TOTAL				

MACHINE TYPE/DESCRIPTION:

MACHINE AVERAGE PRODUCTION RATE:

MONTH ENDING:

	HOURS			
	WEEK ENDING			
Use				
Idle				
Broken				
TOTAL				

MACHINE AVERAGE PRODUCTION RATE:

MACHINE AVERAGE PRODUCTION RATE:

MACHINE AVERAGE PRODUCTION RATE:

[illegible]

CONTRACTOR MONTHLY REPORT**CONTRACT NO.:** _____**Project No :** _____**Project Name :** _____**Contractor:** _____**Claim No :** _____ **For Period Ending :** _____**Date of Report :** _____

The Contractors Monthly Report comprises an integral part of the Contractors Payment Claim and processing of the payment claim is not permitted without this report also being submitted i.e. “NO REPORT - NO PAYMENT”.

Attachments :

- | | |
|----------------|--|
| Form 3 | Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project. |
| Form 3A | Monthly Worker Schedule: Schedule of local labourers who worked on the project this month. |
| Form 4 | Weekly Task Wage Register |
| Form 5 | Local Labour Schedule |

MONTHLY PROJECT WORKER SCHEDULE {local labourers only} Contract No: FORM : 3A

Project No. Project Name :

Month of Report : **Sheet : Of**

Names of all Local Labourers working on the project in the month being reported on are to be entered in the table below irrespective of how long they worked on the project during that month

[illegible]

OVERALL PROJECT WORKER SCHEDULE {local labourers only} Contract No:
FORM : 3

Project No. Project Name :

Month of Report : **Sheet :** **Of**

Names of all Local Labourers employed at any time on the project are to be entered in the table below irrespective of how long they worked on the project.

[illegible]

WEEKLY TASK WAGE REGISTER (Local laborers only)
FORM 4

Project No.: _____ Contract No.: _____ Week Ending: _____ Contractor: _____

Project Name: _____ Employer: _____

Entries in this portion to be completed by Foreman									Entries in this portion to be completed by Contractor				
		Day Tasks Worked							Payment				
No .	Name of Local Worker	Mon	Tue	Wed	Thu	Fri	Sat	Su n	Total DAY TASKS Worked this week	Rate per DAY TASK	Total Payment Due to Worker	Worker's signature on receipt of payment	Date payment received by worker
Total for this sheet													
Totals Brought Forward from previous													
Totals carried forward													

{A}

{B}

LOCAL LABOR SCHEDULE FORM 5

Contract No.: _____ Date of Report _____

Certificate No.: _____ Project No.: _____

Project Name: _____

Contractor: _____

Employer: _____

Summary of Amount Spent on Local Labor this Month

Week No.	Week Ending	Total Amount Paid	
		(Total of (B) from Form 4 for each week)	
1			
2			
3			
4			
Total			Transfer to 2 in Table Below

Summary of Amount Spent on Local Labor to Date

1. Previous Amount Spent on Local Labor (from previous claim)	R	
2. Amount Spent on Local Labour this Month (From Table Above)	R	
3. Total Amount Spent on Local Labour to Date (3) = (1 + 2)	R	
Summary of Local Labor Employed Columns refer to Columns in Form 3	No. of Local Labor who worked on the Project to Date (From Form 3)	% of Total
1. Total No. of Individual Local Labourers who have worked on the Project (Column H)		100%
2. How many of the Total No. are skilled/semi-skilled Local Laborers (Column C)		
3. How many of the Total No. are disabled Local Laborers (Column B)		
4. How many of the Total No. are local youth (35 yrs and under) (Column E + G)		
5. How many of the Total No. are local women (Column D + E)		
6. How many of these local women are Heads of Households with Dependants (Column A)		

Name: _____ Signature _____

Date: _____

REQUEST FOR CLARIFICATION

Employer: _____

Contractor: _____

Project: _____

Contract No.: _____

(for Contractor use)

Date: _____

Subject: Request for clarification of

Description:

Contractor's authorized signature:

(for Engineer's use)

Date: _____

Subject: Request for clarification of

Description:

Contractor's authorized signature:

DAILY CONSTRUCTION REPORT									
		DATE		[]					
		DAY		S	M	T	W	H	F
PROJECT:									
CONTRACT NO. EMPLOYER CONTRACTOR ENGINEER				WEATHER	Brite sun	Clear	Rain	Overcast	Snow
				TEMP.	To 0	0 - 10	20 - 30	30 - 40	40 up
				WIND	Still	Moder.	High	Report No.	
				HUMIDITY	Dry	Moder.	Humid		
CONTRACTORS ON SITE									
Name of Contractor	Prime	Sub-contractor	Remarks						
VISITORS									
Time	Name			Representing			Remarks		
EQUIPMENT ON SITE									
CONSTRUCTION ACTIVITIES									
Completed by: []				Date: []		Page []		of []	
Signature []									

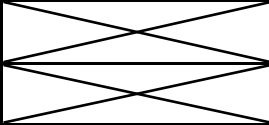
GENERAL PROJECT STATUS REPORT

PROJECT NAME: _____

EMPLOYER: _____ CONTRACT No.: _____

CONTRACTOR: _____

ENGINEER: _____ DATE: _____

Amount of Original Contract		
Approved Variation Orders to Date		
Anticipated Over-run or (Under-run) in Uncompleted Work		
Actual Over-run or (Under-run) in Completed Work		
Estimated Total Amount of Principal Contract		
Other Contract Work not Included in Principal Contract		
Total Estimated Contract Value		
Value of Work Completed to Date		
LESS: Contract Advances for Materials on Site		
Total Amount of Work Completed to Date		
Uncompleted Contract Value		
Percent Complete Based on Original Contract (%)		
Percent Complete Based upon Total Estimated Contract (%)		
Time Alloted by Original Contract (days)		
Extension of Contract Time (days)		
Total Contract Time (days)		
Contract Time Elapsed (days)		
Percent of Original Contract Time Elapsed (%)		
Percent of Total Time Including Extensions, Elapsed (%)		
Date Contract was Physically Completed - if Completed		
Expected Date of Physical Completion - if not Completed		

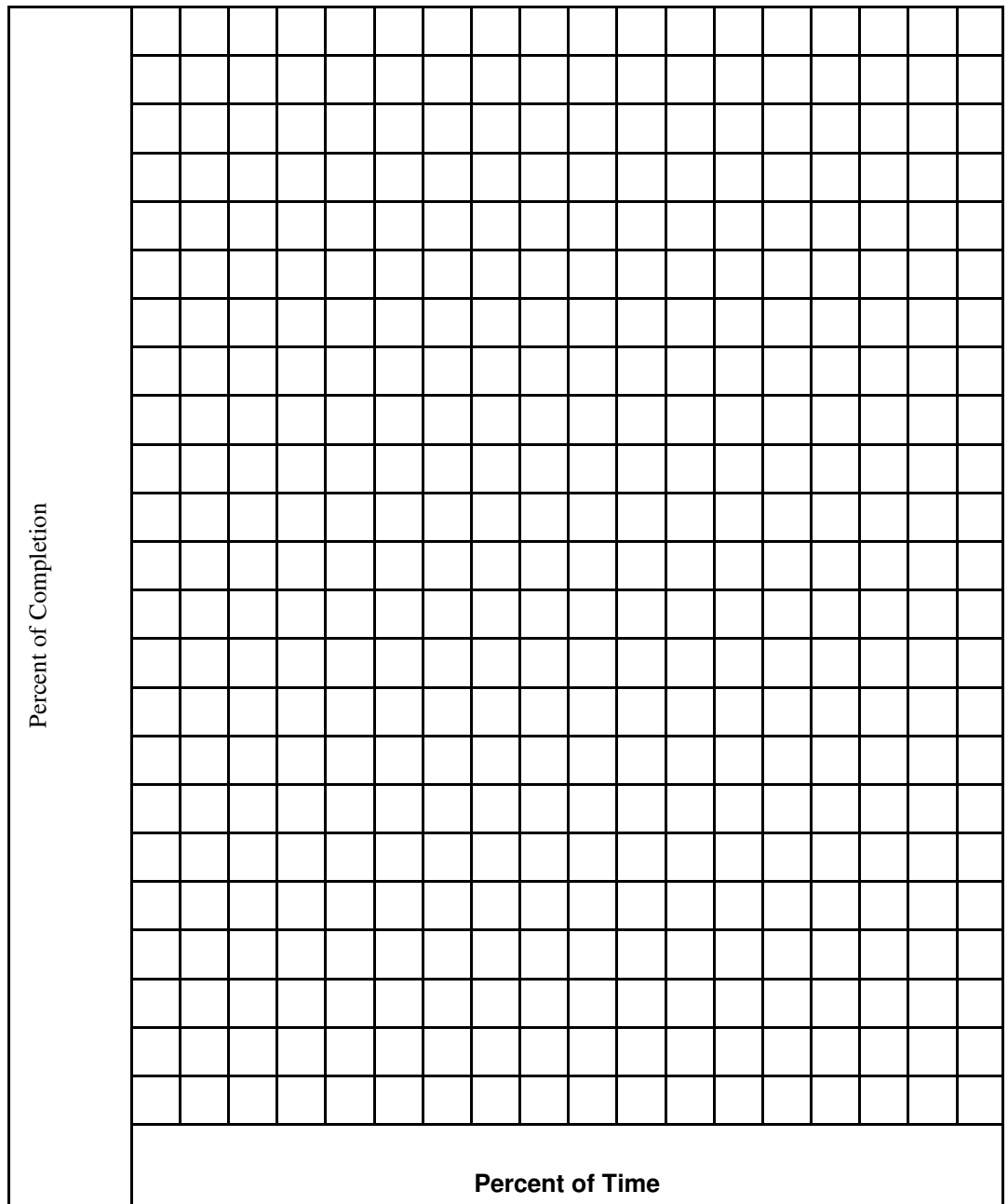
MONTHLY CONSTRUCTION REPORT

Date:_____ **Report No.:**_____ **Month Ending:**_____

Project: _____

[illegible]

(Engineer's Representative)



TIME LOST DURING CONSTRUCTION

[illegible]

NOTE: Record all time lost during construction because of rain, strikes, etc

QUANTITIES MEASUREMENT FOR PAYMENT

Progress Pay period: From _____ to _____

Engineer's Rep.: _____ Signature _____ Date _____
(Initials & Last Name)Contractor's Rep.: _____ Signature _____ Date _____
(Initials & Last Name)

Contract No.: _____ Sheet _____ of _____

Project: _____

Contractor: _____

Description: _____

Location: _____

ITEM NO.	DESCRIPTION AND LOCATION	UNIT	TOTAL QUANTITIES

VARIATION ORDER**PROJECT TITLE:** _____**CONTRACT NO.:** _____ **CONTRACT DATE:** _____**CONTRACTOR:** _____**The following changes are hereby made to the Contract Documents:****Justification:****CHANGE TO CONTRACT PRICE****Original Contract Price:** R _____**Current contract price, as adjusted by the previous variation orders:** R _____**The Contract Price due to this Variation Order will be (increased) (decreased) by** R _____**The new Contract Price due to this Variation Order will be:** R _____**CHANGE TO CONTRACT TIME****The Contract Time will be (increased) (decreased) by** _____ **working days.****The date for completion of all work under the contract will be** _____**Approvals Required:**

To be effective, this order must be approved by the Employer if it changes the scope or objective of the project, or as may otherwise be required under the terms of the General and Special Conditions of Contract.

Requested by: _____ **Date:** _____**Recommended by:** _____ **Date:** _____**Ordered by:** _____ **Date:** _____**Accepted by:** _____ **Date:** _____

[illegible]

PART C4 SITE INFORMATION

C4.1 LOCATION OF SITE

C4.1 Location of the Works

The project site is located in ward 16 of Umdoni Municipality in Scottburgh within Ugu District Municipality.

The project site can be accessed by proceeding from Scottburgh by taking Dududu road and head north west for about 7.55 km before taking a right turn onto a gravel road for about 1.6 km to arrive at the bridge in Amahlongwa area. The respective site coordinates are as shown in Table 1:

Table 1 Bridge locality coordinates

Road Name	Coordinates	
Gumede Bridge	30°14'00.59" S	30°43'59.66" E

The site falls within a sparsely built up communal lands and Plate 1 shows the aerial view of the project site. Also, drawings C000-01 to C000-04 show the project area relative to the provincial boundaries, district municipal boundaries, ward and the locality of the project site

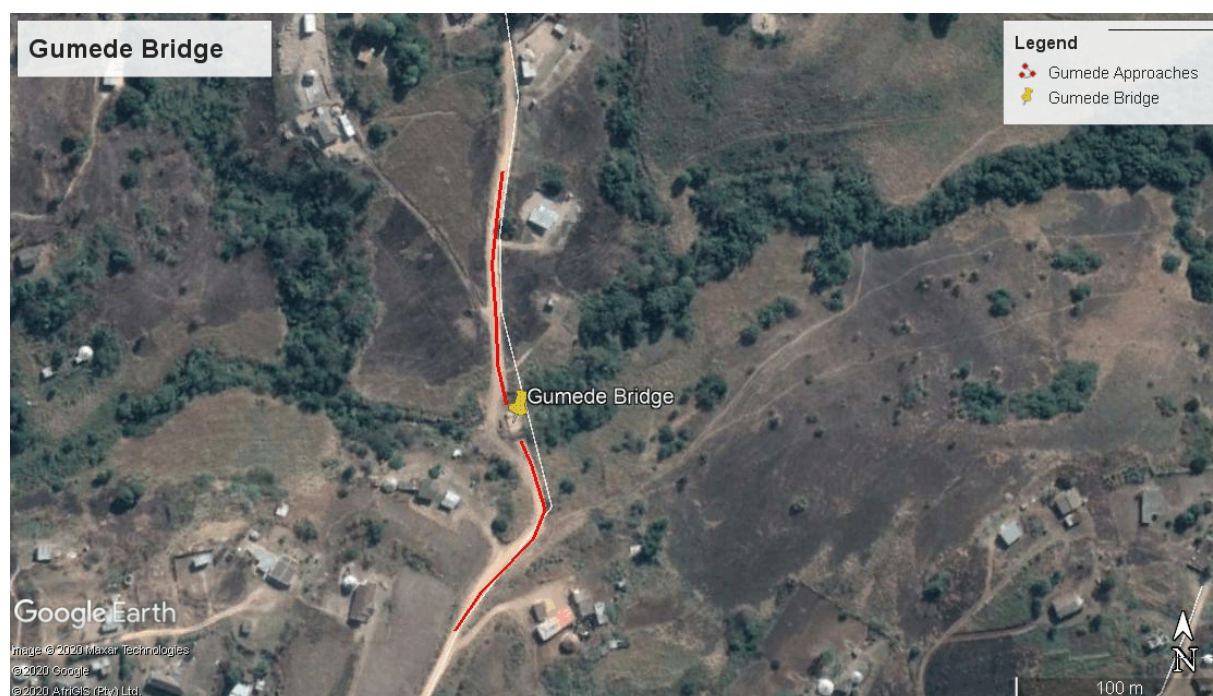


Plate 1 Google earth image of Gumede bridge location

C4.2 GENERAL DESCRIPTION OF TERRAIN

It was observed that the service road is a non standard width gravel which seem to have been previously bladed to allow traffic. The terrain towards the bridge is steep from the southern side and gentle from the northern side however, accessibility by construction vehicles is possible. The bridge will be located at a low point across the Gumede stream.

C4.3 POSSIBLE ENVIRONMENTAL SENSITIVE AREAS

A walkabout on site revealed possibility of environmentally sensitive areas which need to be considered during construction process. An environmental specialist was engaged to prepare an environmental management programme

(EMPr) which has been included in the tender document. The contractor is expected to implement the mentioned EMPr during construction to mitigate the environmental impact of construction activities as well as to protect environmentally sensitive areas on site.

C4.4 *BORROW PITS*

There are existing borrow pits that were noted within 12 km radius of the site however, further investigations to confirm actual location and suitability of such borrowpits will be done just before construction begins.

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D.1 STANDARD CONDITIONS OF TENDER

Standard Conditions of Tender

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

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 fulfill 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 measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

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.

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.

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, tenderers shall be invited by the employer 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.2.1 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

F.2.2.1 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 complies with requirements.

F.2.2.2 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 as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b. the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c. in the opinion of the Employer, acceptance of the material change would compromise the outcome of the 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 BBBEE 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 BBBEE 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.

F3.9.2 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.

F.3.11.4 The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- a. i. The following formula must be used to calculate the points for price in respect of tenders(including price quotation) 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):

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

Where

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.

- ii. An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate.
- b. Subject to subparagraph (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 contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

F.3.11.5 The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

- (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):

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

Where

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.

- (b) Subject to subparagraph (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 contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- c. A maximum of 10 points may be allocated in accordance with subparagraph (b).
- d. The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (b) must be added to the points scored for price as calculated in accordance with subparagraph (a).
- 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:

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

where: N_{FO} is the number of tender evaluation points awarded for price.
 W_1 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: Formula 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 subcriteria 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:

- a. is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b. can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c. has the legal capacity to enter into the contract,
- d. is not insolvent, in receivership, 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,
- e. complies with the legal requirements, if any, stated in the tender data, and
- f. 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:

addenda issued during the tender period,

inclusion of some of the returnable documents, and

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 cidb prescripts require that tenders must be advertised and be registered on the cidb i.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.