

MHLONTLO LOCAL MUNICIPALITY**CONSTRUCTION OF QQUNU FARMS ACCESS ROAD**

MIG/R/EC/376797-2021/22

TENDERER:

CLOSING DATE:

CLOSING TIME: 12h00

Trading Name of Tenderer:	
Registration No. of Entity:	
Contact Person:	CSD No:
Tel. No.:	E-mail Address:
Cell No.:	Fax No:
CIDB CRS Number(s) :	

*Prepared for:***The Municipal Manager****MHLONTLO LOCAL MUNICIPALITY****P O BOX 31****QUMBU****5180****Tel: 047 553 7000***Prepared By:***UPHULISO NOHLUMO (PTY) LTD****73 BLAKEWAY ROAD****MTHATHA****5099****Tel: 047 531 0624**

CONTENTS

TENDER DOCUMENT CHECKLIST

THE TENDER

PART T1 TENDERING PROCEDURE

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

T2.3 OTHER DOCUMENTS REQUIRED FOR TENDER
EVALUATION

T2.4 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE
CONTRACT

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND
ACCEPTANCE

C1.2 CONTRACT
DATA

C1.3 PERFORMANCE
BOND

PART C2: PRICING INSTRUCTIONS

C2.1 PRICING
INSTRUCTIONS

C2.2 BILL OF
QUANTITIES

PART C3: SCOPE OF WORK

C3.1 PROJECT
SPECIFICATION

C3.2 THE
WORKS

C3.3 VARIATIONS TO STANDARDISED AND PARTICULAR
SPECIFICATIONS

C3.4 PARTICULAR SPECIFICATIONS

PART C4: SITE INFORMATION

ANNEXURES

ANNEXURE A: HEALTH & SAFETY SPECIFICATION

**ANNEXURE B: ENVIRONMENTAL MANAGEMENT
PLAN**

ANNEXURE C: DRAWINGS

THE TENDER

PART T1 TENDERING PROCEDURE

PROJECT NAME	CIDB	CONTRACT NUMBER	ADVERT DATE	COMPULSORY BRIEFING DATE	CLOSING DATE
Construction of Gqunu Farms Access Road	5 CE or Higher	MIG/R/EC/376797- 2021/22	14 th June 2021	24th June 2021 at 10H00 Qumbu Foyer.	8 th July 2021 12h00 PM Qumbu Foyer

Suitably qualified, capable and experienced tenderers are hereby invited to tender for the construction of the above projects. The above project is situated in Mhlontlo Local Municipality within O.R. Tambo District Municipality.

2. Tenderers must take particular note of the following:

1. Tenderers are required to submit valid SARS tax pin with the tender in order to be considered.
2. Tenders must declare performance guarantee as per contract
3. Tenderers are required to submit the Company Profile.
4. Tenderers are required to submit proof of registration with CIDB, for A Joint venture must submit a proof of registration with consolidated CIDB grading.
5. A valid original B-BBEE status level verification certificate or a certified copy thereof, sustaining the BBBEE rating issued by a verification agency accredited by SANAS (South African Nation Accreditation system).
6. A Joint venture must submit a consolidated valid original B-BBEE status level verification certificate or A **certified** copy thereof substantiating their B-BBEE rating issued by a verification agency accredited by the SANAS (South African Nation Accreditation system).
7. Submit Joint Venture agreement in the case of joint venture.
8. Tenderers are required to submit the methodology
9. Tenderers must submit all the requirement as per returnable schedules and must be attached in a relevant page
10. Submit Proof of Municipal rates no later than one month or lease agreement
11. Submit Central Supplier Database (CSD) number
12. Failure to submit a comprehensive JV agreement (where applicable) individual partners are to comply and submit all relevant documents.
13. A pre-qualification measure for preferential is applicable, therefore a minimum appointed service provider would be required sub-contract part of their works to the designated groups contemplated in terms of regulations 2017.

Failure to supply all supplementary information may result in the tender being deemed an incomplete tender and will not be considered forward.

Tender documents will be available from www.etender.gov.za and www.mhlontloim.gov.za . A **compulsory** clarification meeting shall be held on the 24th of June 2021 at 10h00 and the venue would be Qumbu municipal offices failure to attend the briefing may result in tender being deemed an incomplete tender and may not be considered forward.

3. Evaluation Criteria:

Tenderers will be evaluated for functionality and those who score equal or more than 70% will be considered for price and equity. Preferential Procurement Regulations, 2011 Pertaining to the MFMA will apply.

80 points for price

20 points for B-BBEE status level contributor.

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
Availability of Plant and Equipment Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	30	Grader X1	5
		TLB X1	5
		Tipper Truck X4	5
		Excavator X1	5
		Roller	5
		Water TankerX2	5
		Leasing with proof of all the above (For each truck leased the bidder shall get a point)	14
		None of the above	0
Company experiences in terms of projects completed Bidders must submit Appointment letters and Completion Certificates.	30	Five (6) projects upwards	30
		Five Projects	25
		Four Projects	20
		Three projects	15
		Two projects	10
		One project	5
		None of the above	0

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
Key Personnel and Qualification	15	Project Manager/Contract Manager: (ND Civil Eng. or Equivalent)	6
		Health and Safety Officer (OHS Cert)	4
		Site Foreman (Skill)	5
		None of the above	0
Quality of methodology relevant to assignment step by step with time frames	25	A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames.	25
		Basic methodology with time frames	10
		Unclear methodology with no time frames	0
TOTAL	100	Minimum	70

Only Bidders who score 70% or more on Stage 1 would be evaluated further and eligible for award.

Preferential Procurement Regulations, 2011 Pertaining to the MFMA will apply.

80 points for price

20 points for B-BBEE status level contributor. The joint venture company needs to submit a consolidated B-BBEE certificate in order to score B-BBEE points.

COVID -19 PROCEDURES TO DROP OFF TENDER DOCUMENT AND TO ATTEND BRIEFING

1. Have mask at all the time
2. Sanitise hands when entering the municipal gates
3. Please come alone as we only allow one person to drop and attend the document as per company.

Bids in a sealed envelope clearly marked “BID NUMBER (MIG/R/EC/376797-2021/22) and PROJECT NAME CONSTRUCTION OF GQUNU FARMS ACCESS ROAD, must be placed in the tender box at the reception, Mhlontlo Local Municipality, Physical address 96 Lungile mabindla street ,Qumbu 5180 on the 30 June 2021 before or at 12:00 PM where after bids will be opened in public.

All tenders shall hold good for 90 days after tender closing date. The Council is not bound to accept the lowest or any tender and or part thereof and the Council reserves the right to accept any tender in whole or in part. All electronic, telegraphic, telefax, e-mail and late tenders will not be considered and tenders not deposited in the tender box as prescribe in this notice will not be considered as well.

For enquiries regarding bid documents, please contact Ms. B. Jara at 047 553 7000.

For technical enquiries please contact the Technical Services of Mhlontlo Local Municipality, Mr. L. Ntaba @ 047 553 7000/ 047 542 0192

Municipal Manager

Mr T.P Mase

Mhlontlo Local Municipality

P.O. Box 31

Qumbu

5180

MBD 1**INVITATION TO TENDER**

YOU ARE HEREBY INVITED TO BID FOR THE **CONSTRUCTION GQUNU FARMS ACCESS ROAD** TO THE REQUIREMENTS OF THE MHLONTLO LOCAL MUNICIPALITY

BID NUMBER:	MIG/R/EC/376797-2021/22	CLOSING DATE:	08 July 2021	CLOSING TIME:	12h00
-------------	-------------------------	---------------	--------------	---------------	-------

DESCRIPTION: CONSTRUCTION Gqunu Farms GRAVEL ACCESS ROADS:

Suitably qualified contractors are invited for the construction of 13.64km gravel road over 5m width and storm water 0.8m side drains (some lined) positioned on each side, culvert structures including related erosion protection works. Detailed works are: Clear and grub, subgrade layer and side drains, 600mm to 900mm stormwater pipes and precast box culverts and associated drainage structure, gravel wearing course to 150mm depths respectively, Reinforced concrete 19/30Mpa for culvert.

- The successful bidder will be required to fill in and sign a written **Contract Form (MBD 7)**.
- Bid documents must be deposited in the bid box situated at **Mhlontlo Local Municipality Offices, 96 Lungile Mabindla street, Qumbu 5180**.
- Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- All bids must be submitted on the official forms – (not to be re-typed)
- This bid is subject to the General Conditions of Contract (GCC 2015) and, if applicable, any other Special Conditions of Contract (SCC)

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)	
Name Of Bidder	
Postal Address	
Street Address	
Telephone Number	Code: Number:
Cell phone Number	
Facsimile Number	Code: Number:
Vat Registration Number	
Has an original tax clearance certificate been submitted (MBD 2)?	YES / NO
Are you the accredited representative in South Africa for the good/Services offered	YES / NO (IF YES ENCLOSE PROOF)
SIGNATURE OF BIDDER	
DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED	
TOTAL BID PRICE	

T1.2: TENDER DAT

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (See www.cidb.org.za).

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

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

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

No	Clause	Wording
1	F.1.1	The employer is MHLONTLO LOCAL MUNICIPALITY.
2	F.1.2	<u>Volume 1: Tender Document</u> <u>Volume 2: Tender Drawings</u> <u>Volume 3 : General Conditions of Contract for Construction Works (2015) as published by the South African Institution of Civil Engineering. This publication is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.</u> <u>Volume 4: THE “STANDARD SPECIFICATION FOR ROAD AND BRIDGE WORKS FOR STATE ROAD AUTHORITIES” (COLTO 1998). This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.</u> This document in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Work, Site Information and Additional Documents
3	F.1.4	The Employer's agent is: Name: Uphuhliso Nohlumo (Pty) Ltd Address: 73 Blakeway Road, MTHATHA, 5099 Tel: 047 531 0624; Email: info@uphuhilsonohlumo.co.za Contact Person: Mr M. Ndabeni

No	Clause	Wording
4	F.2.1	Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders. 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, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 5CE or Higher or Higher class of construction work, are eligible to have their tenders evaluated. 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 in the 5CE or Higher or Higher class of construction work; 3. Three contractors registered in contractor grading designation 4 The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE or Higher or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations; and Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders : a) Availability of resources. b) Capacity to mobilize own and subcontracting resources. c) Availability of skills to manage and perform the contract (assigned personnel) d) Quality achievements on previous contracts of a similar nature.
5	F.2.2	Add the following to the Clause: “Accept that the Employer will not compensate the tenderer for any costs incurred in attending tender interviews in the office of the Employer or the Employer’s Agent.”

No	Clause	Wording
6	F.2.3	Amend the Clause to read: “....and notify the Employer’s Agent of any discrepancy....” Bidders must examine the bid documents upon receipt to ensure that all pages and drawings (if applicable) are included and are to report any missing pages or drawings. Drawings which are illegible or indistinct, and errors or ambiguities in the Specifications, Schedule of Quantities and Drawings or any contradictions between the specifications, Schedule of Quantities and Drawings must be reported to the Contact Person as listed on the cover of this document in order to obtain rulings on such errors, ambiguities or discrepancies. No claim for extras based on such errors, ambiguities or discrepancies will be considered after the opening of bids. Bidders having any queries relating to discrepancies in, or omissions from the bid document shall contact the Employer or Employer’s Agent immediately.
7	F.2.7	The arrangements for a compulsory site visit and clarification meeting are stated where applicable in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list and the name of the tendering entity. Only Certificates of Attendance of Tenderers that attended the compulsory clarification meeting will be signed by the Employer or Employer’s representative, after the compulsory clarification meeting has been completed. Addenda may be issued to tenders will be received only from those tendering entities appearing on the attendance list if their Certificate of Attendance was signed by the Employer or Employer’s representative at the compulsory clarification meeting.
8	F.2.8	Modify the Clause to read: Request clarification of the tender documents, if necessary, by notifying the Employer’s Official or Agent at least seven working days before the closing time stated in the tender data.
9	F.2.11	Add the following to the Clause: “In the event of a mistake having been made on the price schedule, it shall be crossed out in non-erasable ink and be accompanied by an initial of each signatory to the Tender at each and every price alteration.” “If correction fluid has been used on any specific item price, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid such as Tippex or similar product. No correction fluid may be used in a Price Schedule where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender as a whole will be classified non-responsive and not be considered. The Employer will reject and classify the tender non-responsive if corrections are not made in accordance with the above.”

No	Clause	Wording
10	F2.12	Alternative offers <u>will not</u> be considered if the main tender submission is not completed and submitted. If a tenderer wish to submit an alternative 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. Before an alternative offer will be considered, the tenderer must price the contract as specified and then offer his alternative proposal as a complete stand-alone offer in addition to the offer based on the tender requirements. Calculations, drawings, product specifications 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 modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
11	F.2.13.2 and F.2.13.3	Each Tenderer is required to return the original completed tender documents, including drawings with all the required information supplied, duly completed in non-erasable ink in all respects together with one copy of Parts T2, C1 and C2. The original Bill of Quantities and Form of Offer and Acceptance (Form C1.1), duly completed and signed by the tenderer, must be returned in respect of the project for which a tender is submitted.

No	Clause	Wording
12	F.2.13.4	<u>Add the following</u> to the clause: “Only authorised signatories may sign the original and all copies of the tender offer where required in terms of F.2.13.3 In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. In case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member’s behalf. In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender. In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include <u>a resolution</u> of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture. <u>Accept that failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive.”</u>
13	F.2.13.5	The identification details are: • Tender Reference number • Title of Tender • Closing Date • Closing Time Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at the reception, Mhlontlo Local Municipality, 96 Church street, Qumbu 5180. This address is available from 8:00-16:30 on working days for delivery of Tender offers.
14	F.2.13.6 / F.3.5	A two-envelope procedure will not be followed.
15	F.2.13.9	Telephonic, telegraphic, telex, facsimile, e-mailed or posted tender offers will not be accepted

No	Clause	Wording
16	F.2.14	<u>Add the following</u> to the clause: “Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer’s past performance in executing similar building works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Part T2 – Returnable Documents. Accept that the Employer is restricted in accordance with clause 4.(4) of the Constructions Regulations, 2003, to only appoint a contractor who he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause F2.23) shall be regarded as justifiable and compelling reasons not to award a contract to a Tenderer.”
17	F.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
18	F.2.16	The tender offer validity period is 90 days. If the expiry coincides with a public holiday, the validity will expire at close of business on the first working day following on the 90 days.
19	F.2.18	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 Exempted Micro Enterprises (EME’s) and/or Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements as required in Part C3 Section C3.3: Procurement.
20	F.2.19	Access shall be provided by the Tenderer to his premises during working hours for inspections, tests and analysis.
21	F.2.20	The successful Tenderer will be required to submit a Fixed Performance Guarantee in the prescribed format from an approved insurer or financial institution prior to the commencement of work on this contract.
22	F.2.23	<u>The tenderer is required to submit with his tender:</u> 1) Tax compliance status PIN
23	F.2.24	Add the following new clause: In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium or individual valid tax clearance certificates for all the members of the Joint Venture/Consortium.”
24	F.2.25	Add the following new clause:

No	Clause	Wording
		Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. "No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."
25	F.2.26	Add the following new clause: Accept that the Employer is prohibited to award a tender to a person – who is in the service of the state; or a) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or b) a person who is an advisor or consultant contracted with the municipality <u>or</u> municipal entity. "In the service of the state" means to be - a) a member of:- • any municipal council; • any provincial legislature; or • 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; e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f) a member of the accounting authority of any national or provincial public entity; or g) an employee of Parliament or a provincial legislature." In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed."
26	F.2.27	Add the following new clause: Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the

No	Clause	Wording
		service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including – a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed in full and signed.”
27	F.2.28	Add the following new clause: “Employment Contracts” Accept that successful tenderers shall be obliged to conclude employment contracts with their employees failing which the Municipality reserves the right to terminate the awarded contracts.
28	F.2.29	Add the following new clause: “Remuneration Accept that successful tenderers shall pay their workers a remuneration not less than that recommended and regulated by the Department of Labour.”
29	F.2.31	Add the following new clause: “Municipal Clearance Billing Certificate: Accept that no contract will be awarded to a tenderer who is in arrears for more than three months (or who fails to make suitable arrangements to settle the arrears) in respect of municipal rates and other charges due any municipality.” If the tender amount is expected to be more than R10m the period for arrears reduce to one month.
30	F.2.32	Add the following new clause: “Additional conditions of bid:” 1. The Employer/Engineer may also request that the Tenderers provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3. The Employer may appoint more than one contractor on this project, subject to the specific conditions agreed to in the Form of Acceptance. 4. The bid document shall be submitted as a whole and shall not be taken apart. 5. List of returnable documents (PART T2) must be completed in full.

No	Clause	Wording												
		NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.												
31	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.												
32	F.3.2	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 seven 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.												
33	F.3.4	The time and location for the opening of tender submissions are stated in the Tender Notice and Invitation to Tender.												
34	F.3.5	A two-envelope procedure will not be followed.												
35	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. (d) Tender offers will only be considered responsive if the minimum Functionality requirement of 70% is achieved.”												
36	F.3.8.1	Tenderers are required to demonstrate their ability to undertake work and provide proof of previous experience and expertise to undertake a project of this nature. Tenderers are therefore required to meet a minimum Functionality Score of 70% (70 points out of 100) based on the criteria listed below. The following three criteria will be used to determine responsiveness in terms of functionality: <table><tr><th>Criterion</th><th>Maximum possible score</th></tr><tr><td>Availability of Plant and Equipment</td><td>25</td></tr><tr><td>Company experience in terms of projects completed</td><td>25</td></tr><tr><td>Key Personnel and Qualification</td><td>20</td></tr><tr><td>Quality of methodology relevant to assignment step by step with time frames</td><td>30</td></tr><tr><td>Total</td><td>100</td></tr></table>	Criterion	Maximum possible score	Availability of Plant and Equipment	25	Company experience in terms of projects completed	25	Key Personnel and Qualification	20	Quality of methodology relevant to assignment step by step with time frames	30	Total	100
Criterion	Maximum possible score													
Availability of Plant and Equipment	25													
Company experience in terms of projects completed	25													
Key Personnel and Qualification	20													
Quality of methodology relevant to assignment step by step with time frames	30													
Total	100													

No	Clause	Wording
		The minimum total score required is 70% (70 points) . Tenderers scoring less than 70% will be regarded as non-responsive.
37	F.3.9	As stated in clause C2.1 of the Pricing Instructions, arithmetical errors of responsive tenders will be corrected in the following manner. 1. Where there is a discrepancy between an amount shown in figures and the corresponding amount in words, the amount stated in words shall take preference. 2. In the Bill of Quantities, if there is an error in the line item total resulting from the product of the quantity and the unit rate, the line item total shall govern, and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line item total shall govern, and the unit rate shall be corrected. 3. Where there is an error in the total of the 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 in the Bill of Quantities) to achieve the tendered total of the prices. Should a tenderer be unwilling to make the corrections as set out above, the tender may be disqualified.
	F.3.11.1	Tenders will be evaluated in terms of the Mhlontlo Local Municipality Supply Chain Management Policy for Standard Infrastructure Procurement Delivery Management. Any parts of the Supply Chain Management Policy that are outdated will be replaced by the applicable portions of the current Preferential Procurement Policy Framework Act and associated Regulations. The method for the evaluation of responsive tenders shall be Method 1: Financial Offer and Preference as described under Clause F.3.11.2. The 80/20 Preference Point system will be applied where a maximum of EIGHTY (80) tender adjudication points will be awarded for price and a maximum of TWENTY (20) points for B-BBEE Status Level of Contribution. Refer to Part T2 - Returnable Schedules.
39	F.3.11.7	The financial offer will be scored using Formula 2 (option 1) in Table F.1 of the Standard Conditions of Tender (Section T1.3 of this document) where the value of W_1 is: 1) 90 where the financial values inclusive of VAT of all responsive tenders received are in excess of R50 000 000, or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers is equal to or less than R50 000 000.
40	F.3.11.8	Up to 100 minus W_1 tender evaluation points will be awarded to tenderers on the basis of the data supplied in Part 2: Returnable Schedules of the Tender Portion.

No	Clause	Wording																				
		Up to 100 minus W₁ tender evaluation points will be awarded to tenderers that complete the preference claim form (T2.1.10) in terms of the Preferential Procurement Regulations 2017 and are found to be eligible for the preference claimed. Preference points shall be scored in accordance with Regulation 5 (2) or 6 (2) of the Preferential Procurement Regulations, 2017. Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below. In applying the 80/20 BEE points system for acquisition of services, works or goods with a Rand value below R50 000 000 (all applicable taxes included): <table><tr><th>B-BBEE Status Level of Contributor</th><th>Number of Points</th></tr><tr><td>1</td><td>20</td></tr><tr><td>2</td><td>18</td></tr><tr><td>3</td><td>14</td></tr><tr><td>4</td><td>12</td></tr><tr><td>5</td><td>8</td></tr><tr><td>6</td><td>6</td></tr><tr><td>7</td><td>4</td></tr><tr><td>8</td><td>2</td></tr><tr><td>Non-compliant contributor</td><td>0</td></tr></table> A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.	B-BBEE Status Level of Contributor	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
B-BBEE Status Level of Contributor	Number of Points																					
1	20																					
2	18																					
3	14																					
4	12																					
5	8																					
6	6																					
7	4																					
8	2																					
Non-compliant contributor	0																					
41	F.3.13.1	<u>Add the following to the Clause:</u> g) The tenderer submits an valid Tax Clearance Certificate issued by the South African Revenue Services or as alternatively stipulated on schedule T2.1.3: Tax Clearance Certificate, or has made arrangements to meet outstanding tax obligations and can provide proof thereof; h) The successful tenderer will be required to submit a Fixed Performance Guarantee in the prescribed format from an approved insurer prior to the commencement of each assignment awarded in terms of this tender;																				

No	Clause	Wording
		i) The tenderer is registered with the Construction Industry Development Board (CIDB) in an appropriate contractor grading designation; j) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; k) The tenderer has not: i) abused the Employer's Supply Chain Management System, or ii) failed to perform on any previous contract and has been given a written notice to this effect; l) The tenderer has completed the Compulsory Enterprise Questionnaire and i) there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process, and ii) no person or persons in the employ of the state have been found to be involved in or associated with the submission of the tender or will participate in the contract in any manner whatsoever; m) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; n) The Employer is reasonably satisfied that, in terms of the Construction Regulations, 2014 (issued in terms of the Occupational Health and Safety Act, 1993), the tenderer has the necessary competencies and resources to carry out the work safely; o) Neither the tenderer nor any of its directors, partners or principals is in arrears for more than 3 months with municipal rates and taxes and municipal service charges. If the tender amount is expected to be more than R10 million, the period for arrears reduces to one month; p) The Form of Offer and Acceptance is correctly completed and signed; q) Tenders containing any one or more errors or omissions, or tenders not having complied with any one of the pre-emptory tender conditions as detailed in this tender document, shall not be considered and shall automatically be rejected. r) Completion of schedule T2.2.8: Contract Organogram and T2.2.9: Key Personnel Returnable and attaching the CV's and certified qualifications s) Copies of section T2, C1 and C2 t) Completion of the technical data sheets and submission of any supplier brochures required (if applicable, delete if not applicable)

No	Clause	Wording
		u) Completion of the quality scoring schedules and submit all relevant documentation required (if applicable, delete if not applicable)
39	F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.

PART T2 RETURNABLE DOCUMENTS
--

T2.1 : RETURNABLE SCHEDULES

The following documents are to be completed and returned, as they constitute the tender. Whilst many of the returnable documents are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES Failure to submit these applicable documents will result in the tender offer being disqualified from further consideration.		
T 2.1.1	Authority of Signatory	Tick if completed and submitted
T 2.1.3	Tax compliance status (Attach entity tax compliance status pin and entity tax reference number (MBD 2)	Tick if completed and submitted
T 2.1.5	Business Registration Documents	Tick if completed and submitted
T 2.1.7	VAT Registration Certificate	Tick if completed and submitted
T 2.1.8	Broad Based Black Economic Empowerment (BBBEE) Certificate Or Certified copy of affidavit.	Tick if completed and submitted
T 2.1.9	Joint Venture (JV) Agreement (Where Applicable)	Tick if completed and submitted
T 2.1.10	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Tick if completed and submitted
T 2.1.12	Status of Concern Submitting Tender	Tick if completed and submitted
T 2.1.13	Proof of Registration with the Construction Industry Development Board (<i>in the applicable category or higher</i>)	Tick if completed and submitted
T 2.1.14	Declaration of Interest in Tender of Persons in Service of the State	Tick if completed and submitted
T 2.1.15	Compulsory Enterprise Questionnaire	Tick if completed and submitted
T 2.1.16	Declaration of Tenderer's Past Supply Chain Management (SCM) Practices	Tick if completed and submitted

T 2.1.17	Declaration Concerning Fulfilment of the Construction Regulations, 2014	Tick if completed and submitted
T 2.1.18	Certificate of Independent Bid Determination	Tick if completed and submitted
T 2.1.19	Declaration of Indemnity	Tick if completed and submitted
T 2.1.21	Record of Addenda to Tender Documents (when Applicable)	Tick if completed and submitted
T 2.1.22	Proposed Amendments	Tick if completed and submitted
T 2.1.23	Schedule of Work Satisfactorily Carried out by the Tenderer for Private Clients or Organs of State	Tick if completed and submitted
T 2.1.24	Schedule of Plant and Equipment Available for the Contract	Tick if completed and submitted
T 2.1.31	Schedule of Proposed Subcontractors	Tick if completed and submitted
T 2.1.35	Certificate of Attendance at Compulsory Clarification Meeting	Tick if completed and submitted

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (CONTINUED)

Failure to submit these applicable documents will result in the tender offer being disqualified from further consideration.

T 2.2.1	Municipal declaration and returnable documents	Tick if completed and submitted
T 2.2.2	Financial references	Tick if completed and submitted
C1.1	Form of Offer and Acceptance	Tick if completed and submitted
C1.2b	Contract Data (Part 2) – Specified by the Contractor	Tick if completed and submitted

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT Failure to submit this applicable document will result in the Tenderer having to submit same upon request within 7 calendar days and if not complied with, will result to the tender offer being disqualified from further consideration [See also clause 2.18 of the Standard Conditions of Tender]		
T 2.1.2	Payments of Municipal Accounts	Tick if completed and submitted
T 2.1.4	Proof of Registration with National Treasury Central Supplier Database	Tick if completed and submitted
T 2.2.3	Estimated Monthly Cash flow	Tick if completed and submitted
T 2.2.4	Personnel Schedule	Tick if completed and submitted
T 2.2.5	Quality Management Systems	Tick if completed and submitted
T 2.2.6	Preliminary Program of the Works	Tick if completed and submitted
T 2.2.8	Contract Organogram	Tick if completed and submitted
T 2.2.9	Key Personnel Assigned to the Contract	Tick if completed and submitted
T2.2.10	Curriculum Vitae of Contracts Manager	Tick if completed and submitted
T2.2.11	Curriculum Vitae of Site Agent	Tick if completed and submitted
T2.2.12	Curriculum Vitae of General Foreman and Supervisor	Tick if completed and submitted
T2.2.13	Curriculum Vitae of Health and Safety Representative	Tick if completed and submitted

3. OTHER DOCUMENTS AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.		
C 1.4 :	Occupational Health and Safety Mandatory Agreement	Tick if completed and submitted
C 1.5 :	Disclosure Statement	Tick if completed and submitted
C 2.1	Pricing Instructions	Tick if completed and submitted
C 2.2 :	Bill of Quantities	Tick if completed and submitted

T2.1.1 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 boards of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on

Mr/Ms/Ms....., whose signature appears below, has been duly authorised

to sign all documents in connection with the Tender for Contract No. and any Contract that may arise there from on behalf of (name of Tenderer in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

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

DATE:

SIGNATURE OF SIGNATORY:

T 2.1.2: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of(address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

..... (location) on(date), starting at

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting :

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name Signature

Capacity Date & Time

T2.1.3 ATTACH ENTITY TAX COMPLIANCE STATUS PIN AND ENTITY TAX REFERENCE NUMBER (IN WRITING, EITHER ON THE COMPANY PROFILE OR ANY ENTITY DOCUMENT WITH A LETTERHEAD OR AS ISSUED BY SARS)

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes. The tenderer must attach to this page an original of a valid Tax Clearance Certificate issued by the South African Revenue Services in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach the Tax Clearance Certificate for each of the joint venture partners.

MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SIGNED ON BEHALF OF THE COMPANY:

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

DATE:

SIGNATURE OF SIGNATORY:

T2.1.4 Affix Business Registration Documents (CIPC)

SIGNED ON BEHALF OF THE COMPANY:

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

DATE:

SIGNATURE OF SIGNATORY:

T2.1.5 Affix VAT Registration Certificate

SIGNED ON BEHALF OF THE COMPANY:

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

DATE:

SIGNATURE OF SIGNATORY:

T2.1.6 Attach Certified Copy Or Original BBBEE Status Level Certificate Or Original Affidavit

SIGNED ON BEHALF OF THE COMPANY:

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

DATE:

SIGNATURE OF SIGNATORY:

T2.1.7 JOINT VENTURE DISCLOSURE FORM**GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) The contributions of capital and equipment
 - b) Work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) Work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal address.....
.....
.....
- c) Physical address
.....
.....
- d) Telephone
- e) Fax.....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**2.1(a)** Name of Firm

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**3.1(a)** Name of Firm

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

.....

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

(c) Signing, co-signing and/or collateralising of loans

.....

- (d) Acquisition of lines of credit

.....

.....

.....

- (e) Acquisition of performance bonds

.....

.....

.....

- (f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations

.....

- (b) Major purchasing

.....

- (c) Estimating

.....

- (d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

- (a) Identify the “managing partner”, if any,

.....

.....

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

- (c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

- (i) Number currently employed by Affirmable Joint Venture Partners

.....

- (ii) Number currently employed by the Joint Venture

.....

- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- (d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- (e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

T 2.1.8 DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF THE STATE (MBD 4)

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 favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, 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 below.

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM 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.

3.9 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

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other 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

.....
.....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

T 2.1.9**MBD 5****DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

*

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

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

***YES / NO**

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

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

2.2 If yes, provide particulars

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

***YES / NO**

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

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?
- *YES / NO

4.1 If yes, furnish particulars.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T 2.1.10 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD6.1)

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

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

1.2

- 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).

1.3 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.

1.4 Preference points for this bid shall be awarded for:

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

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

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1 **“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 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;

- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression 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 and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 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

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4.1 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.4.2 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4.3 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number.....
:

9.4 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION

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

[Tick applicable box]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 paragraph 7, 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

MBD 6.2**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement 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](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

Description of services, works or goods Stipulated minimum threshold

_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?
(***Tick applicable box***)

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

- 4.1 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 the 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.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(***Tick applicable box***)

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

- 5.1. If yes, provide the following particulars:

(a) Full name of auditor:

- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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 Accounting Officer / Accounting Authority 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: (MHLONTLO LM):

.....

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.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C.

Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the
following:

- (a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) 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 / Municipality /Municipal Entity 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

T2.1.11 Status of Concern Submitting Tender**1. General**

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture

Co-operative

2. Information To Be Provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984.	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members.
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973. (including Companies incorporated under Art 53 (b)).	Copies of: i) CIPRO CM 1 - Certificate of Incorporation ii) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers iii) Shareholders Certificates of all Members of the Company.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.

If the Tendering Entity is a:	Documentation to be submitted with the tender
4 <u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (including Companies incorporated under Art 21).	A signed statement of the Company's Secretary confirming that the Company is a public Company. Copy of CM 29.
5 Sole Proprietary or a Partnership.	Copy of the Identity Document of: 1. Such Sole Proprietary, or 2. Each of the Partners in the Partnership Copy of the Partnership agreement.
6 Co-operative.	CIPRO CR2 - Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).
7 Joint Venture.	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

Note:

1. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
2. Include a copy of the Certificate of Change of Name (CM9) if applicable.

3. Registered For Vat Purposes In Terms Of The Value-Added Tax Act, (Act No. 89 of 1991)

(Make an X in the appropriate space below)

Yes

☐

No

☐

REGISTRATION NO:

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.1.12 AFFIX Proof of Registration with the Construction Industry Development Board (CIDB) In the applicable category or higher

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

2.1.13 COMPULSORY ENTERPRISE QUESTIONNAIRE

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 3 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:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, |
| ☐ a member of any provincial legislature | national or provincial public entity or |
| ☐ a member of the National Assembly or | constitutional institution within the meaning of |
| the National Council of Province | the Public Finance Management Act, 1999 |
| ☐ a member of the board of directors of any | (Act 1 of 1999) |
| municipal entity | ☐ a member of an accounting authority of any |
| ☐ an official of any municipality or | national or provincial public entity |
| municipal entity | ☐ an employee of Parliament or a provincial |
| | legislature |

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 a 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 been in the service of any of the following:

☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ 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) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature
--	---

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 duly 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 person, 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 appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we 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
- iv) 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 ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.1.14 DECLARATION OF TENDERS PAST SUPPLY CHAIN (SCM) PRACTICES (MBD 8)

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. 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	<u>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?</u> (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audialterampartem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? s 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 ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	er 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 ☐	No ☐
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 ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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

T2.1.15 DECLARATION CONCERNING FULFILLMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 4(3) of the CONSTRUCTION REGULATIONS, 2014 (hereinafter referred to as the Regulations), promulgated on 07 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

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

(Tick)

YES	
NO	

4. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

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

5. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):
6. Provide details of proposed training (if any) that will be undergone:
7. List potential key risks identified and measures for addressing risks:

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

(Tick)

YES	
NO	

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

T2.1.16 CERTIFICATE OF INDEPENDENT BID DETERMINATION**MBD 9**

- 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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number 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 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.

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.

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.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:..... SIGNATURE OF SIGNATORY.....

DATE:

T2.1.17 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.1.18 PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.1.19 SCHEDULE OF WORK SATISFACTORY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN				
EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.1.20 SCHEDULE OF PLANT AND EQUIPMENT

The Tenderer must state below what construction plant of his own will be available to the project. Failure to complete this schedule will be taken to indicate that Tenderer does not have access to adequate plant and equipment.

ITEM	DESCRIPTION/SIZE/CAPACITY	QUANTITY (No)
TLB		
WATER CART		
GRID ROLLER AND SMOOTH ROLLER OR SELF PROPELLED VIBRATORY PAD-FOOT ROLLER (15T)		
GRADER		
EXCAVATOR		
TIPPER TRUCKS		
4x4 or 2x4 BAKKIES		
EXCAVATOR & MOBILE CRANE		
OTHER:		
1.		
2.		
3.		

Equipment not owned by the Tenderer must be qualified as hire, on loan, etc.

Commissioner of Oath Signature..... Date.....	Official Stamp
--	-----------------------

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.1.21 SCHEDULE OF SUBCONTRACTORS (Local Subcontracting):

- a) By bidding on this bid, the bidder commits themselves to allocate a maximum of 30% of the work to EME OR QSE contractors.
- b) The bidder must submit a letter that indicates the percentage of work that will be allocated to EME OR QSE. This letter will serve as confirmation that the bidder commits themselves to allocate percentage of work to EME or QSE and will further be used for pre-compliance for evaluation process
- c) Bidders should note that a report should be submitted with each invoice, signed by the EME OR QSE contractor and MLM project representative, indicating the work performed by the EME OR QSE related to that particular invoice.
- d) Bidders that are categorised as EME OR QSE according to their B-BBEE status will be awarded full points for this criterion.
 - i) A tender subcontracting a maximum of 30% to –
 - ii) An EME or QSE which is at least 51% owned by black people.
 - iii) An EME or SQE which is at least 51% owned by black people who are youth.
 - iv) An EME or QSE which is at least 51% owned by black people who are women.
 - v) An EME or QSE which is at least 51% owned by black people with disabilities.
 - vi) A cooperative which is at least 51% owned by black.
 - vii) An EME or QSE which is 51% is at least owned by black people who are military veterans.
 - viii) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

The EME and QSE can be sourced from the Mhlontlo Local Municipality Database of Local SMME Contractors.

The Bidder hereby certifies that the Letter for work to be allocated to EME or QSE as required by the Bid, has been submitted and is attached after this page.

ATTACH THE LETTER AFTER THIS PAGE

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Subcontractors who are contracted to construct a part of the road construction scope are registered with CIDB.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

(CONTINUED)

Failure to submit these applicable documents will result in the tender offer being disqualified from further consideration.

T2.2.1 MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.2.2 FINANCIAL REFERENCES

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

MIG/R/EC/376797-2021/22: CONSTRUCTION OF GQUNU FARMS ACCESS ROAD

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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.

Signature(s)

Name(s)

Capacity

for the tenderer

(Name and
address of

organization/)

tenderer

.....

Name and
signature
of witness 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 C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any to add thereto as listed in the returnable schedules as well as any changes to the terms of the tender agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the

Employer Mhlontlo Local Municipality
96 Church street
Qumbu
5180

Name and

signature

of witness

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 documents arising from the above Agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1 Subject

..
Details

..

..

..

..

..

..

2 Subject

..

Details

..

..

..

..

..

..

3 Subject

..

Details

..

..

..

..

..

..

..

4 Subject
..
 Details
..

..

..

..

..

..

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

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

Name &
signature of
witness

Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)

Mhlontlo Local Municipality
Infrastructure Directorate
Project Manager Unit
Mhlontlo Local Municipality
96 Church street
Qumbu
5180

Name &
signature of
witness

Date

**ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE**

Confirmation of Receipt

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

the.....(day)

of(month)

20.....(year)

at(place)

For the Contractor:

**ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE**

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

C1.2b Contract Data

Part 2: Data provided by the Employer

General Conditions of Contract

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (GCC 2015 3rd Edition)

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The General Conditions of Contract 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 inc

Contract Specific Data

The following contract specific data, referring to the General Conditions of Contract for Construction Works, GCC 2015 3rd Edition, are applicable to this Contract:

Clause	Data
1.1.1.13	The Defects Liability Period is 6 months
1.1.1.14	The time for achieving Practical Completion is 32 weeks (tenderer to state the time for completion) , inclusive of the 14-day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).
1.1.1.15	The name of the Employer is Mhlontlo Local Municipality
1.1.1.27	The Pricing Strategy is Re-measurement
1.1.1.35	"Drawings" means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Client or delivered to the Contractor by the Client.

1.1.1.36	Letter of Notification" means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.
1.2.1.2	The Employer's address for receipt of communications is: Physical address: Postal address: Mhlontlo Local Municipality 96 Church street Qumbu 5180 Tel: (047) 553 7000 Contact: Miss Z Petse P. O. Box 31 Qumbu 5180
4.3.3	The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder. An agreement is included in the Contract Document (C1.4 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.
5.3.1	The documentation required before commencement with the Works execution are: 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 (if not insured with a Licensed 6 Compensation Insurer.
5.3.2	The time to submit the documentation required before commencement with the Works execution is 14 days
5.4.3	The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.

5.8.1	The non-working days are Sundays. The special non-working days are: (1) All gazetted public holidays falling outside the year end break. (2) The year end break commencing on 15 December and ending on 5 January
5.12.2.2	No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12. The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work. January 4 days February 4 days March 4 days April 4 days May 4 days June 2 days July 2 days August 2 days September 2 days October 4 days November 4 days December 4 days Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.
5.13.1	The penalty for failing to complete the Works is 0.1% of the contract value per day.
5.16.3	The latent defect period is 6 months .
6.2.1	The security to be provided by the Contractor shall be a performance guarantee of 10% of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 %
6.10.3	The limit on retention is: 5% of the Contract Price, if a Performance Guarantee is provided, and 10 % of the Contract Price, if a Performance Guarantee is not provided.

6.10.4	<i>Add the following to clause 6.10.4:</i> Notwithstanding the above, the Client shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is NIL
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R Nil
8.6.1.3	The limit of indemnity for liability insurance is R 2,000,000.00
9.2.1.3.8	The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
9.2.1.3.9	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
10.4.1	The parties may at time agree to settle disputes with the help of an impartial third party
10.5.3	The number of Adjudication Board Members to be appointed is one.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is NIL.
6.8.2	Contract Price Adjustment: Is not applicable
5.5.1	The Works shall be completed within Nine Months maximum..
4.5	Variations to the Conditions of Contract are: <i>Add the following at the end of sub-clause 4.5:</i>
4.5.3	The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.

	(iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Client any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Client, of such investigation, complaint or criminal charge.
4.5.4	The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act: (i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Client, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.
10	<i>Add the following to subclause 10.1 after "... Commencement Date", in line 4:</i> "subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof."
11.1	<i>Add the following to subclause 11(1)(a) between "... site," and "the location" in line 1:</i> "subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof,"

Clause	
	The additional Conditions of Contract are:
4.6	<i>Add new subclause 4.6:</i> Applicable labour laws The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers. 1 Introduction 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP. 1.2 In this document – (a) “department” means any department of the State, implementing agent or contractor; (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) “worker” means any person working in an elementary occupation on a SPWP; (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work; (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP; (f) “task” means a fixed quantity of work; (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task; (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed; (i) “time-rated worker” means a worker paid on the basis of the length of time worked. 2 Terms of work 2.1 Workers on a Special Public Works Programme (SPWP) are employed on a temporary basis. 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP. 2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

Clause	
	3 Normal hours of work 3.1 An employer may not set tasks or hours of work that require a worker to work– (a) more than forty hours in any week; (b) on more than five days in any week; and (c) for more than eight hours on any day. 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day. 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker. 4 Meal breaks 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration. 4.2 An employer and worker may agree on longer meal breaks.
4.6 (cont)	4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break. 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break. 5 Special conditions for security guards 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day. 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each. 6 Daily rest period Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day. 7 Weekly rest period Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”). 8 Work on Sundays and public holidays 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work. 8.2 Work on Sundays is paid at the ordinary rate of pay.

Clause	
	8.3 A task-rated worker who works on a public holiday must be paid – (a) the worker's daily task rate, if the worker works for less than four hours; (b) double the worker's daily task rate, if the worker works for more than four hours. 8.4 A time-rated worker who works on a public holiday must be paid – (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday; (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday. 9 Sick leave 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause. 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract. 9.3 A worker may accumulate a maximum of twelve days sick leave in a year. 9.4 Accumulated sick leave may not be transferred from one contract to another contract. 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave. 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave. 9.7 An employer must pay a worker sick pay on the worker's usual pay day. 9.8 Before paying sick pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is – (a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period.
4.6 (cont)	9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity. 9.10 A worker is not entitled to paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act. 10 Maternity leave 10.1 A worker may take up to four consecutive months unpaid maternity leave. 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave. 4.6 (cont) 12.3 An employer must supply each worker with a copy of these conditions of employment. 13 Keeping records 13.1 Every employer must keep a written record of at least the following:

Clause	
	(a) the worker's name and position; (b) in the case of a task-rated worker, the number of tasks completed by the worker; (c) in the case of a time-rated worker, the time worked by the worker; (d) payments made to each worker. 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP. 14 Payment 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account. 14.2 A task-rated worker will only be paid for tasks that have been completed. 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. 14.4 A time-rated worker will be paid at the end of each month. 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker. 14.6 Payment in cash or by cheque must take place – (a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) in a sealed envelope which becomes the property of the worker. 14.7 An employer must give a worker the following information in writing: (a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker. 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it. 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment. 15 Deductions 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law. 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

Clause	
	15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned. 15.4 An employer may not require or allow a worker to – (a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) pay the employer or any other person for having been employed.
4.6 (cont)	16 Health and safety 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe. 16.2 A worker must – (a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer; (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager. 17 Compensation for injuries and diseases 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993. 17.2 A worker must report any work-related injury or occupational disease to their employer or manager. 17.3 The employer must report the accident or disease to the Compensation Commissioner. 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home. 18 Termination 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure. 18.2 A worker will not receive severance pay on termination.

Clause	
	18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement. 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period. 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period. 19 Certificate of service 19.1 On termination of employment, a worker is entitled to a certificate stating – (a) the worker's full name; (b) the name and address of the employer; (c) the SPWP on which the worker worked; (d) the work performed by the worker; (e) any training received by the worker as part of the SPWP; (f) the period for which the worker worked on the SPWP; (g) any other information agreed on by the employer and worker."
42.2	<i>BETWEEN THE WORDS "the Client shall" AND "grant the Contractor" IN THE FIRST SENTENCE OF SUBCLAUSE 42.2 INSERT THE FOLLOWING: ", subject to such further provisions as may be stated in the Scope of Works,".</i> <i>REPLACE THE FULL STOP AT THE END OF THE PROVISIO IN SUBCLAUSE 45(2) WITH A COMMA AND ADD THE FOLLOWING:</i> "and provided further that in respect of any claim for extension of time for delays occasioned by wet or abnormal climatic conditions, the periods of 28 days referred to in Subclauses 48.1.1 and 48.1.2 shall, if so stated in the Scope of Works, be amended in the manner described in the said Scope of Works."
42.4	<i>BETWEEN THE WORDS "the Contractor shall" AND "be paid" IN SUBCLAUSE (4) INSERT THE FOLLOWING:</i> " , subject to such additional provisions (if any) set out in the Scope of Works,"
49.1.8	<i>Add new subclause 49.1.8:</i> "Payment for the labour-intensive component of the works

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

Clause 42: The additional clauses to the General Conditions of Contract are:

Mentoring of learners

Definition

Mentor means an experienced and trusted advisor appointed by the Municipality and tasked with the provision of assistance to the Learners and Learner Contracting Companies in the planning, execution and management of the on-site training projects.

Objectives of mentorship services

The Municipality's objective in appointing a Mentor is to:

- a) minimize the Public Body's risk of the projects not being constructed to stated requirements, within budget and on time;
- b) provide access to project and commercial expertise that Learner Contracting Companies may lack during the execution of the three projects which form an integral part of the EPWP Contractor Learnership Programme;
- c) capacitate Learner Contracting Companies to successfully complete their contracts with the Public Body and to work independently and profitably; and
- d) identify learners who do not satisfy the requirements of the EPWP Learnership Programme and as such be removed from the programme.

Authority of mentors

The Mentor has no authority to relieve the Contractor or the Employer of any of his obligations under the Contract. (Compiler to include the following in all contracts falling under the EPWP programme)

Payment for the labour-intensive component of the works

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

Part 2: Data provided by the Contractor

The contractor is advised to read the *general conditions of contract for construction works, third edition, 2015* published by the South African institution of civil Engineering, private bag x200, halfway house, 1685, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from www.saice.org.za.

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

Clause	Data								
1.1.1.9	The name of the Contractor is:								
1.2.1.2	The address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: e-mail:								
1.1.1.14	The time for achieving Practical Completion is as stipulated under Part C3.1A, Clause 8.								
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1"> <thead> <tr> <th>Type of security</th><th>Contractor's Choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Retention of 10% of the value of the Works.</td><td></td></tr> <tr> <td>Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.</td><td></td></tr> <tr> <td>Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.</td><td></td></tr> </tbody> </table>	Type of security	Contractor's Choice. Indicate "Yes" or "No"	Retention of 10% of the value of the Works.		Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.		Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.	
Type of security	Contractor's Choice. Indicate "Yes" or "No"								
Retention of 10% of the value of the Works.									
Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.									
Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.									
6.5.1.2.3	The percentage allowance to cover overhead charges is%.								

C1.3 PERFORMANCE BOND

The performance guarantee is to contain the wording of the pro-forma document included in the *general conditions of contract for construction works, third edition, 2015*, published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering, private bag x200, halfway house, 1685, at www.saice.org.za.

Herewith a copy of the pro-forma document.

C1.3 PERFORMANCE BOND

The performance guarantee is to contain the wording of the pro-forma document included in the general conditions of contract for construction works, third edition, 2015, published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering, private bag x200, halfway house, 1685, at www.saice.org.za.

A copy of the pro-forma document reads as follows:

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical Address:

“Employer” means:

“Contractor” means:

“Client” means:

“Works” means:

“Site” means:

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

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

Amount in words:
.....

“Guaranteed Sum” means: The maximum aggregate amount of R
.....

Amount in words:
.....

“Expiry Date” means:
.....

CONTRACT DETAILS

Client issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Client of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Client and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Client in an Interim of Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

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

Signed _____ at _____

Date _____

Guarantor's _____ signatory _____ (1)

Capacity _____

Guarantor's _____ signatory _____ (2)

Capacity _____

Witness _____ signatory _____ (1)

Witness signatory (2) _____

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT

Failure to submit this applicable document will result in the Tenderer having to submit same upon request within 7 calendar days and if not complied with, will result to the tender offer being disqualified from further consideration

2.1.1 PROOF PAYMENTS OF MUNICIPAL ACOUNTS

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

T2.1.2 PROOF OF REGISTRATION WITH NATIONAL TREASURY SUPPLIER DATABASE

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.2.3 ESTIMATED MONTHLY CASHFLOW

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:.....

T2.2.4 PERSONNEL SCHEDULE

T2.2 : 2C : PERSONNEL SCHEDULE		
Tenderer to insert number of personnel he proposes employing on this contract		
Job Description	Permanent Staff	Temporary staff from local community
Contract Manager		
Site Agent		
Quantity Surveyor		
Surveyors		
General Foreman		
Foremen		
Community Officers		
Clerks		
Operators		
Bricklayers		
Learner Bricklayers		
Steel fixers		
Watchmen		
Gang Bosses		
Pipe Layers		
Labourers		
* Other		
* Other		
* Other		

* To be filled in by Tenderer

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

T2.2.5 Quality Management Systems

Briefly describe the construction quality system incorporated by the tenderer in his organisation and which will be applicable to this Contract.

	Internal	External	Name of responsible Company /or Person (In case of Person give years' experience and qualification)
Survey: Setting out of the works and control			
SANAS accredited Testing Laboratory			

Additional quality systems			
----------------------------	--	--	--

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.
 2.

T2.2.6 PRELIMINARY PROGRAMME OF THE WORKS

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.2.7 CONTRACT ORGANOGRAMME

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.2.8 CURRICULUM VITAE OF CONTRACTS MANAGER

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.2.9 CURRICULUM VITAE OF SITE AGENT

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.2.10 CURRICULUM VITAE OF GENERAL FOREMAN

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.2.11 CURRICULUM VITAE OF HEALTH AND SAFTY REPRESENTATIVE

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.2.12 ATTACH DETAILED COMPANY PROFILE

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

T2.2.13 ATTACH CERTIFIED ID COPIES OF DIRECTORS

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

**3. OTHER DOCUMENTS AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE
CONTRACT**

Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

**C1.4 OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT
AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT No. 85 OF 1993), AND CONSTRUCTION REGULATIONS 2014 OR ANY
AMENDMENT THERETO**

THIS AGREEMENT made at
on this the day of in the year

between MHLONTLO LOCAL MUNICIPALITY hereinafter called "the Employer") of the one
part, herein represented by

.....
in his capacity asand delegate of the Employer in
terms of the Employer's standard powers of delegation pursuant to the provisions of Act,

and

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

.....
in his capacity as

and being duly authorized by virtue of a resolution appended hereto as Annexure A;

WHEREAS the Employer requires certain works be constructed,

and has accepted a Tender by the Mandatory for the construction, completion and
maintenance of such Works and whereas the Employer and the Mandatory have agreed to
certain arrangements and procedures to be followed in order to ensure compliance by the
Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of
1993), and Construction Regulations 2014 or any amendment thereto

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents
pertaining to this Contract.

- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either -
- (a) the date of the Final Certificate issued in terms of Clause 5.16 of the General Conditions of Contract for Construction Works (2015) (hereinafter referred to as "the GCC"), or
 - (b) the date of termination of the Contract in terms of Clause 9.2 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of Employers to their employees
 - (ii) Section 9 : General duties of Employers and self-employed persons
to persons other than employees
 - (iii) Section 13 : Duty to Inform
 - (iv) Section 37 : Acts or omissions by employees or mandatories
 - (v) Sub-section 37(2) relating to the purpose and meaning of this Agreement
 - (b) Construction Regulations (Government Notice R1010 18 July 2003) pertaining to the Mandatory and to all his Subcontractors, or any amendments thereto.
- 4 In addition to the requirements of Clause 8.1 of the GCC and all relevant requirements of this Volume 3: The Contract, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, plant and equipment in

accordance with the Act, and in accordance with the Construction Regulations 2014 or any amendments thereto.

5. The Mandatory is responsible for the compliance with the Act and Construction Regulations 2014 or any amendments thereto by all his Subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his Subcontractors workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or Subcontractors and/or their respective Employers will at all times comply with the following conditions:
 - a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his Subcontractors.

8. The Mandatory undertakes that the following shall be submitted to the Employer before commencement of the works:
- a) Health and Safety plan
 - b) Health and Safety specification including risk assessment
 - c) Hazard identification
 - d) Health and Safety budget (which should be included in tendered rates at the cost of the Mandatory).
9. The Mandatory undertakes that on completion of the works, the Mandatory shall provide the Employer with a consolidated Health and Safety file (including drawings, designs, materials used, and other similar information).

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

ON BEHALF OF THE MANDATARY:

Signature _____ Date _____

Name _____ Place _____

AS WITNESSES

Witness 1

Signature _____ Date _____

Name _____

Witness 2

Signature _____ Date _____

Name _____

ON BEHALF OF THE EMPLOYER:

Signature _____ Date _____

Name _____ Place _____

AS WITNESSES

Witness 1

Signature _____ Date _____

Name _____

Witness 2

Signature _____ Date _____

Name _____

C1.5 DISCLOSURE STATEMENT

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

PART C2: PRICING INSTRUCTIONS

C2.1 PRICING INSTRUCTIONS

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

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Client is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3) Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4) Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5) The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6) Price or rate shall be entered against each item where provision is made for such pricing in the Schedule of Quantities whether quantities are stated or not and **no two or more items can be bracketed together for a single price or rate. Items which the Bidder wishes to offer for free shall be indicated by the digit zero (0) or the word Nil. Inserting a Dash (-) and or leaving the item rate blank is not acceptable and shall lead to disqualification of the Bid.** The Schedule of Quantities shall be completed in full in ink.

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.

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.

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

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

Unit: The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity: The number of units of work for each item

Rate: The payment per unit of work at which the Tenderer tenders to do the work

Amount: The quantity of an item multiplied by the tendered rate of the (same) item

Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilo-newton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	percent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

- 10) Expanded Public Works Programme (EPWP) Implications

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

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

- 11) The cost of all samples and tests as may be required to ascertain and check the quality of materials and workmanship or any part of the works are deemed to be included in the relevant rates in the Bill of Quantities. The Contractor shall at his/her own expense take levels and prepare cross sections as required for the measurement and computation of excavation and fill quantities etc.
- 12) Value Added Tax (VAT) shall not be included in the individual rates but is to be added as a total at the end of the summary.
- 13) All materials to be provided by the Contractor will be SABS, ISO or JASWIC approved where such a specification exists, whether specifically stated in the schedule or not.
- 14) Where a particular make of item is specified, the words "or similar approved" shall mean approval by the Client in writing.
15. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
16. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment

C2.2 BILL OF QUANTITIES

NB: The BOQ must be completed in full using BLACK INK and the summary sheet completed and signed.

The BOQ must also be completed in full.

MHLONTLO LOCAL MUNICIPALITY
CONTRACT NUMBER: MIG/R/EC/376797/-2021/22
FOR THE CONSTRUCTION OF GQUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15
REVISED JUNE 2021

SCHEDULE OF ESTIMATED QUANTITIES

Item Ref	Payment Refers	Description	Tendered			
			Unit	Quantity	Rate	Amount R
Section						
1200		GENERAL REQUIREMENTS AND PROVISIONS				
B12.01		(a) Community Liaison Officer cost	Prov. Sum	1	28,000.00	28,000.00
B12.02		(b) Remuneration of PSC members to attend official meetings	Prov. Sum	1	12,000.00	12,000.00
B12.03		(c) Provision of Training	Prov.Sum	1	90,000.00	90,000.00
B12,04		(d) Cost of Survey for record drawing and as-built purpose or for Setting out	Prov.Sum	1	120,000.00	120,000.00
B12,05		(e) Dealing with existing services	Prov.Sum	1	10,000.00	10,000.00
B12.06		(f) Handling costs and charges for contractor on items B12.01 (a) to (c)	%	130,000.00		
B12.07		(g) Name board	No	1		
TOTAL CARRIED TO SUMMARY						

MHLONTLO LOCAL MUNICIPALITY CONTRACT NUMBER: MIG/R/EC/376797/-2021/22 FOR THE CONSTRUCTION OF QGUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15 REVISED JUNE 2021						
SCHEDULE OF ESTIMATED QUANTITIES						
Item Ref	Payment Refers	Description	Tendered			
			Unit	Quantity	Rate	Amount R
Section						
1300		CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01		The contractor's general obligations:				
		(a)Fixed obligations	Lump sum	1		
		(i) Other fixed-charge obligations including compliance with the OH&S Act And Construction regulations 2014 and Covid-19 related compliance requirements				
		Provision for fulfilling OH&S Function	Sum	1		
		Provision for the Preparation of a Hazard Identification & Risk Assessment (HIRA) CR 7 (1)	Sum	1		
		Provision for the Development of a Documented Plan for OH&S Method Statement and/or Safe Work Procedures -CR 7(1)©	Sum	1		
		Provision for the Preparation of a Project Specific OH&Splan-CR 5(1)	Sum	1		
		Provision of Implementation and Management of the OH&S Plan	Sum	1		
		Provision for Ensuring Contractor(s) Compliance to Statutory Requirements, including Monitoring & Auditing of Contractor(s)-CR5(d)	Sum	1		
		Provision for OH&S Training, Promotion & Awareness	Sum	1		
		Provision for Emergency Preparedness & Response Plan	Sum	1		
		Provision of Occupational Health	Sum	1		
		Provision for Personal Protective Equipment &	Sum	1		
		Provision for Occupational Health and Safety Signage, Pictograms and Notices	Sum	1		
		(b)Value-related obligations	Lump sum	1		
		(c) Time-related obligations	Month	8		
		(i) Other time related obligations including compliance with the OH&S Act and Construction regulation 2014 and Covid-19 related compliance requirements				
		Maintaining OH&S Functions	Month	8		
		Maintaining Hazard Identification & Risk Assessment (HIRA) - CR 7(1)	Month	8		
		Revision of the Implementation and Management of the OH&S Plan	Month	8		
		Maintaining Contractor(s) Compliance to Statutory Requirements including Monitoring and Auditing of Contractor(s)- CR 5(d)	Month	8		
		Undertaking OH&S Training, Promotion & Awareness	Month	8		
		Maintaining Occupational Health	Month	8		
		Maintaining Personal Protective Equipment & Protective Clothing including safety nets to barricade deep trenches and excavated holes	Month	8		
		Maintaining Occupational Health and Safety Signage, Pictograms and Notices	Month	8		
TOTAL CARRIED TO SUMMARY						

MHLONTLO LOCAL MUNICIPALITY CONTRACT NUMBER: MIG/R/EC/376797/-2021/22 FOR THE CONSTRUCTION OF GQUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15 REVISED JUNE 2021						
SCHEDULE OF ESTIMATED QUANTITIES						
Item Ref	Payment Refers	Description	Unit	Quantity	Rate	Amount R
Section						
1400		HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL				
14.01		Office accommodation				
(a)		Offices (interior floor space only)	m ²	40		
(e)		Ablution units	m ²	6		
14.02		Office and laboratory furniture				
(a)		Chairs	No	15		
(f)		Conference tables	No	1		
(a)		Items measured by number				
(i)		220/250 volt power points	No	1		
(v)		Single incandescent light fittings complete with 100 watt globes	No	1		
(vi)		Hand wash basins complete with taps and drains	No	1		
(x)		Fire extinguishers, 9,0 kg,all purpose dry powder type, complete, mounted on wall with brackets	No	1		
(v)		The provision of fax, scan to email apparatus as specified	Sum	1	1,500.00	
(vi)		Handling costs and profit in respect of subsubitem 14.03(b)(v) above	%	1,500.00		
14.08		Services				
(a)		Services at office				
(i)		Fixed costs	Sum	1		
(ii)		Running costs	Month	8		
14.10		Provision of photostat facilities	Month	8		
TOTAL CARRIED TO SUMMARY						

MHLONTLO LOCAL MUNICIPALITY CONTRACT NUMBER: MIG/R/EC/376797/-2021/22 FOR THE CONSTRUCTION OF GQUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15 REVISED JUNE 2021						
SCHEDULE OF ESTIMATED QUANTITIES						
Item Ref	Payment Refers	Description	Unit	Quantity	Rate	Amount R
Section						
Section 1500		ACCOMODATION OF TRAFFIC				
15.01		Accommodating traffic and maintaining temporary deviations	km	3		
15.02		Earthworks for temporary deviations				
(a)		Shaping of temporary deviations	km	3		
15.03		Temporary traffic-control facilities				
(a)		Flagmen	man-day	100		
(b)		Portable STOP and GO-RY signs	No	6		
(e)		Road signs, R- and TR-series, (size indicated)	No	6		
(f)		Road signs, TW-series, (size indicated)	No	3		
(h)		Delineators (DTG50J) (size indicated):				
(i)		Single	No	15		
(ii)		Mounted back to back	No	5		
15.04		Relocation of traffic-control facilities	Lump sum	1		
15.06		Watering of temporary deviations	kl	25		
(d)		Overhaul on excavated material carted to spoil, backfill material (but excluding portland cement), prefabricated culverts removed and reinstalled, and prefabricated culverts removed and stacked, for haul in excess of a free-haul distance of 1,0 km	m ³ -km	100		
TOTAL CARRIED FORWARD TO SUMMARY						

MHLONTLO LOCAL MUNICIPALITY CONTRACT NUMBER: MIG/R/EC/376797/-2021/22 FOR THE CONSTRUCTION OF GQUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15 REVISED JUNE 2021						
SCHEDULE OF ESTIMATED QUANTITIES						
Item Ref	Payment Refers	Description	Unit	Quantity	Rate	Amount R
Section						
Section 1600		OVERHAUL				
16.01		Overhaul on material hauled in excess of a free-haul distance of 0,5 km for haul up to or through 1,0 km (restricted overhaul)	m ³	11253		
16.02		Overhaul on material hauled in excess of 1,0 km	m ³ -km	33759		
TOTAL CARRIED FORWARD TO SUMMARY						

MHLONTLO LOCAL MUNICIPALITY CONTRACT NUMBER: MIG/R/EC/376797/-2021/22 FOR THE CONSTRUCTION OF GQUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15 REVISED JUNE 2021						
SCHEDULE OF ESTIMATED QUANTITIES						
Item Ref	Payment Refers	Description	Unit	Quantity	Rate	Amount R
Section						
Section 1700		CLEARING AND GRUBBING				
17.01		Clearing and grubbing	ha	5.456		
17.04		Clearing and grubbing at inlets and outlets of hydraulic structures	m ²	25		
TOTAL CARRIED FORWARD TO SUMMARY						

MHLONTLO LOCAL MUNICIPALITY CONTRACT NUMBER: MIG/R/EC/376797/-2021/22 FOR THE CONSTRUCTION OF GQUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15 REVISED JUNE 2021						
SCHEDULE OF ESTIMATED QUANTITIES						
Item Ref	Payment Refers	Description	Unit	Quantity	Rate	Amount R
Section						
Section 2100		DRAINS				
21.01		Excavation for open drains:				
(a)		Excavating soft material situated within the following depth ranges below the surface level:				
(i)		0 m up to 1,5 m	m ³	1636.8		
(b)		Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m ³	163.68		
TOTAL CARRIED FORWARD TO SUMMARY						

MHLONTLO LOCAL MUNICIPALITY CONTRACT NUMBER: MIG/R/EC/376797/-2021/22 FOR THE CONSTRUCTION OF GQUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15 REVISED JUNE 2021						
SCHEDULE OF ESTIMATED QUANTITIES						
Item Ref	Payment Refers	Description	Unit	Quantity	Rate	Amount R
Section						
Section 2200		PREFABRICATED CULVERTS				
2200		PREFABRICATED CULVERTS				
22.01		Excavation (a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1.5 m	m ³	294.624		
		(ii) Exceeding 1,5 m and up to 3,0 m	m ³	29.4624		
22.02		(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth Backfilling: (a) Using the excavated material	m ³	14.7312		
		(b) Using imported selected material	m ³	6.5472		
		(c) Extra over subitem 22,02(a) and (b) for soil cement backfilling	m ³	9.8208		
		(d) Rockfill underneath the culvert base	m ³	4.9104		
22.03		Concrete portal culverts: (a) On class B bedding (i) 600 mm	m	204.6		
22.17		Headwalls as per drawing To suit a 600mm diameter outlet pipe complete (slab and brickwork)	No	54.56		
TOTAL CARRIED TO SUMMARY						

MHLONTLO LOCAL MUNICIPALITY CONTRACT NUMBER: MIG/R/EC/376797/-2021/22 FOR THE CONSTRUCTION OF GQUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15 REVISED JUNE 2021						
SCHEDULE OF ESTIMATED QUANTITIES						
			Tendered			
Item Ref	Payment Refers	Description	Unit	Quantity	Rate	Amount R
Section						
3100		BORROW MATERIALS				
31.01		Excess overburden	m³	5000		
31.03		Finishing-off borrow areas in:				
(a)		Hard material	ha	0.5		
(b)		Intermediate material	ha	2.5		
TOTAL CARRIED TO SUMMARY						

MHLONTLO LOCAL MUNICIPALITY CONTRACT NUMBER: MIG/R/EC/376797/-2021/22 FOR THE CONSTRUCTION OF GQUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15 REVISED JUNE 2021						
SCHEDULE OF ESTIMATED QUANTITIES						
			Tendered			
Item Ref	Payment Refers	Description	Unit	Quantity	Rate	Amount R
Section 3300		MASS EARTHWORKS				
33.01		Cut and borrow to fill, including free-haul up to 0.5km				
(c)		Rock fill (as specified in subclause 3209(c))	m ³	90		
33.04		Cut to spoil, including free-haul up to 0,5 km.				
		Material obtained from:				
(a)		Soft excavation	m ³	1705		
(b)		Intermediate excavation	m ³	852.5		
(c)		Hard excavation	m ³	50		
(d)		Boulder excavation class A	m ³	5		
(e)		Boulder excavation class B	m ³	5		
33.05		Overbreak in hard and boulder class A excavation	m ²	25		
33.10		Roadbed preparation and the compaction of material:				
(a)		Compaction to 90% of modified AASHTO density	m ³	11457.6		
TOTAL CARRIED TO SUMMARY						

MHLONTLO LOCAL MUNICIPALITY CONTRACT NUMBER: MIG/R/EC/376797/-2021/22 FOR THE CONSTRUCTION OF GQUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15 REVISED JUNE 2021						
SCHEDULE OF ESTIMATED QUANTITIES						
Item Ref	Payment Refers	Description	Unit	Quantity	Rate	Amount R
Section 3400		PAVEMENT LAYERS OF GRAVEL MATERIAL				
34.01		Pavement layers constructed from gravel taken from cut or borrow, including free haul up to 1,0 km				
(h)		Gravel wearing course compacted to:				
(ii)		95% of modified AASHTO density (specify compacted layer thickness)	m ³	11253		
TOTAL CARRIED TO SUMMARY						

MHLONTLO LOCAL MUNICIPALITY CONTRACT NUMBER: MIG/R/EC/376797/-2021/22 FOR THE CONSTRUCTION OF GQUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15 REVISED JUNE 2021						
SCHEDULE OF ESTIMATED QUANTITIES						
			Tendered			
Item Ref	Payment Refers	Description	Unit	Quantity	Rate	Amount R
Section 5100		PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION				
51.01 (c)		Stone pitching: Grouted stone pitching on a concrete bed (total thickness indicated)	m ²	288		
TOTAL CARRIED TO SUMMARY						

MHLONTLO LOCAL MUNICIPALITY
CONTRACT NUMBER: MIG/R/EC/376797/-2021/22
FOR THE CONSTRUCTION OF QGUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15
REVISED JUNE 2021

SCHEDULE OF ESTIMATED QUANTITIES

Item Ref	Payment Refers	Description	Tendered			
			Unit	Quantity	Rate	Amount R
Section 5200		GABIONS				
52.01		Foundation trench excavation and backfilling:				
(b)		In all other classes of materials	m ³	200		
52.02		Surface preparation for bedding the gabions	m ²	200		
52.03		Gabions:				
(a)		Galvanized gabion boxes (dimensions of box, nominal diameter of mesh wire and mesh size indicated)	m ³			Rate only
(b)		PVC-coated gabion boxes (dimensions of box, nominal diameter of mesh wire and mesh size indicated)	m ³			Rate only
(c)		Galvanized gabion mattresses (dimensions of mattress, mesh size, nominal diameter of mesh wire and diaphragm spacing indicated)	m ³	200		
(d)		PVC-coated gabion mattresses (dimensions of mattress, mesh size, nominal diameter of mesh wire and diaphragm spacing indicated)	m ³			Rate only
52.05		Filter fabric (type and grade indicated)	m ²	800		
TOTAL CARRIED TO SUMMARY						

MHLONTLO LOCAL MUNICIPALITY CONTRACT NUMBER: MIG/R/EC/376797/-2021/22 FOR THE CONSTRUCTION OF GQUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15 REVISED JUNE 2021						
SCHEDULE OF ESTIMATED QUANTITIES						
Item Ref	Payment Refers	Description	Unit	Quantity	Rate	Amount R
Section 5600		ROAD SIGNS Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from: Signs faces erected on timber or steel support post, painted or galvanized (as stated) background. Symbols, characters, legend, and borders in engineering grade retroreflective material with signboards constructed from	P.Sum	1.00	75,000.00	75,000.00
TOTAL CARRIED TO SUMMARY						75,000.00

MHLONTLO LOCAL MUNICIPALITY CONTRACT NUMBER: MIG/R/EC/376797/-2021/22 FOR THE CONSTRUCTION OF GQUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15 REVISED JUNE 2021						
SCHEDULE OF ESTIMATED QUANTITIES						
			Tendered			
Item Ref	Payment Refers	Description	Unit	Quantity	Rate	Amount R
Section 5900		FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59.01		Finishing the road and road reserve:	km	13.64		
59.02		Treatment of old roads and temporary deviations	km	13.64		
TOTAL CARRIED TO SUMMARY						

MHLONTLO LOCAL MUNICIPALITY CONTRACT NUMBER: MIG/R/EC/376797/-2021/22 FOR THE CONSTRUCTION OF GQUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15 REVISED JUNE 2021						
SCHEDULE OF ESTIMATED QUANTITIES						
Item Ref	Payment Refers	Description	Unit	Quantity	Rate	Amount R
Section 7100		CONCRETE PAVEMENTS				
1		Excavation to locate hard rock founding or alternative method for preparing surface for concrete slab	m ³	210		
2		150mm high rough Formwork to sides of the road	m ²	15		
3		Supply of materials, handling, transportation, preparations, installation, labour, testing and mark up of Reinforced concrete for floor (30Mpa)	m ³	12		
4		Re-use materials, handling, preparations, installation, labour, testing and mark up of existing portal pipe culverts (6x1200mmØ 100D).	No	15		
5		Supply of materials, handling, transportation, preparations, installation, labour, testing and mark up of Reinforced concrete for top slab (30Mpa)	m ³	12		
6	71,04	Surface finish and curing (Hard-broom finish perpendicular to road length)	m ²	120		
TOTAL CARRIED TO SUMMARY						

MHLONTLO LOCAL MUNICIPALITY**CONTRACT NUMBER: MIG/R/EC/376797/-2021/22****FOR THE CONSTRUCTION OF GQUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15****REVISED JUNE 2021****SCHEDULE OF ESTIMATED QUANTITIES**

Item Ref	Payment Refers	Description	Tendered			
			Unit	Quantity	Rate	Amount R
Section						
81.02		Other special tests requested by the engineer	Prov Sum	1	15,000.00	15,000.00
TOTAL CARRIED TO SUMMARY						15,000.00

MHLONTLO LOCAL MUNICIPALITY		
CONTRACT NUMBER: MIG/R/EC/3767971-2021/22		
FOR THE CONSTRUCTION OF GQUNU FARMS ACCESS ROAD (13.64km of new gravel road) at Ward15		
SUMMARY OF SECTIONS:		
Section	Description	Tendered
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL	
1500	ACCOMODATION OF TRAFFIC	
1600	OVERHAUL	
1700	CLEARING AND GRUBBING	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
3100	BORROW MATERIALS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
5100	PITCHING, STONWORK AND PROTECTION AGAINST EROSION	
5200	GABIONS	
5600	ROAD SIGNS	R 75,000.00
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
7100	CONCRETE PAVEMENTS	
8100	TESTING MATERIALS AND WORKMANSHIP	R 15,000.00
	NETT TOTAL OF TENDER	
	ADD CONTIGENCIES (10%)	
	TENDER AMOUNT Exc VAT	
	ALLOWANCE FOR VAT 15.0%	
	TOTAL TENDER SUM	
	TIME FOR COMPLETION OF CONTRACT (MONTHS)	

PART C3: SCOPE OF WORK

C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The employer's objectives are to deliver surfaced roads and associated storm water systems using labour-intensive methods in Qgunu Farms and surrounding villages that (Mphumaze, Upper Ngcolokeni, Upper Ngxakolo) within the Mhlontlo Local Municipality.

The works in this contract are to be executed by using both conventional and labour-intensive construction methods according to the Expanded Public Works Programme (EPWP). Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

C3.1.2 OVERVIEW OF THE WORKS

The road comprises of 13.64km gravel upgrade of mostly existing roads. The proposed gravel roads must be 5m in width and will consist of 150mm thick roadbed layer and 150mm wearing course with cuts and fill. Storm water structures will be constructed needed which consist of (600mm diameter up to 1500mm diameter pipes) and stone pitched channel for minimising erosion on the road along steep erosive soils.

C3.1.3 EXTENT OF THE WORKS

- Preparatory works associated with contractual obligations, establishment and temporary works.
- Clear and Grub works
- Earthworks (Cut, fill and spoil) associated with suitable horizontal and vertical alignment for whole length including borrow pit works.
- Provision of associated storm water drainage control in side drains, pipe culverts.
- 150mm roadbed preparations compacted to 93% mod AASHTO density.
- Provision of new 150mm gravel wearing course compacted to 95% mod AASHTO density.
- Erosion protections (stone pitched channel, gabions and reno mattresses)
- Road signage.

C3.1.4 LOCATION OF WORKS

The project site is accessible via N2 North-east of Qumbu town into right-hand side into Qgunu Farms in Ward 15 farming community near commercial centres in Qumbu town, forestry and surrounding Ward 17 and Ward 13.

The project site is located 2.4km North-East of Qumbu Town with the site central co-ordinates of 31° 7'28.25"S; 28°54'5.81".

The Category of project (Road Usage – Communities Count). The project under discussion will be beneficiaries to Qgunu Farms and nearby villages of Mphumaze, Upper Ngcolokeni, Upper Ngxakolo.

C3.1.5.1 Other Services (i.e. Telkom, Electricity, etc.)

The Contractor shall ensure that the position of all existing services affected by the Works have been verified before construction works commences and should it be necessary to lower or relocate any service, the Contractor will be required to make the necessary arrangements with the relevant service provider and to advise the Employers Agent accordingly.

C3.1.5.2 Survey Beacons and Benchmarks

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his subcontractors, the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor. Information regarding the position of all such pegs will be made available to the Contractor by the Employers Agent.

The Contractor is to ensure that no spoil is placed over erf pegs or benchmarks and that these are adequately protected for the full duration of the Contract.

Where disturbances of boundary pegs is unavoidable due to excavation or other operations adjacent to the pegs, the Contractor shall advise the Employers Agent or his Representative immediately, and agreement is to be reached that the disturbance of the peg is unavoidable and a strict record of such disturbed pegs is to be kept. Such pegs are to be replaced by a Registered Land Surveyor as described above and the Contractor is to submit proof of the cost of replacement of pegs. The Contractor will be reimbursed on a basis pro-rata to the total cost of peg replacement determined on completion of the Works.

C3.1.5.3 Protection of Existing Works

The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any section of the works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and not less than one week before commencing his operations in any particular area, the Contractor shall request in writing from the Employers Agent the latest available drawings showing the location of services already installed. The Contractor will also be responsible for contacting the various service providers, arranging a meeting and verifying all known as well as possible unknown services on site.

The Contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any service, the possible existence of which could reasonably have been ascertained by him in good time.

Where the Contractor is responsible for damage for which repairs have to be carried out by the Employer or an outside Authority, the costs of these repairs will be recovered by means of a deduction from the Contractor's monthly Payment Certificate. The Employer will attend to the payment of monies due to outside authorities, should the Contractor not make direct payment, to the outside authorities, timeously.

C3.1.5.4 Tidying up of the Works

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 other contractors or service providers. 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.

Upon completion of the Works or any portion thereof, the ground, fences, gates and any structures that have been interfered with are to be carefully restored to their original condition and all rubbish, tools, tackle, plant and material must be removed so as to leave the Site in a clean and orderly condition. No additional payment shall be made for work set out above.

C3.2 : ENGINEERING**C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX**

The responsibility for the design of the works is set out below:

Concept, feasibility and overall process Ltd	Uphuhliso Nohlumo (Pty)
Basic engineering and detail layout to tender stage Ltd	Uphuhliso Nohlumo (Pty)
Final design of civil works for construction stage Ltd	Uphuhliso Nohlumo (Pty)
Temporary works	Contractor
Preparation of as-built drawings Ltd (Marked up Employers Agent drawings)	Uphuhliso Nohlumo (Pty)

C3.2.2 DESIGN BRIEF**C3.2.3 DESIGN PROCEDURES****C3.2.4 DRAWINGS****C3.2.4.1 Record Drawings ('As-built')****C3.2.5 CONSTRUCTION METHODS****C3.2.6 SERVICES KNOWN TO BE IN THE VICINITY OF THE WORKS SITE**

C3.3 : PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES**C3.3.1.1 Resources standards**

Refer to the Tender Data in Part T1

C3.3.1.2 Requirements

Refer to the Returnable Documents in Part T2

C3.3.2.1 General

Contractors are encouraged to promote LIC methods where and when possible by utilising temporary local labour from the surrounding local communities.

The chief aim of utilising LIC construction methods on this project is to afford an opportunity to the greatest possible number of members of the local community (and possibly surrounding communities if the circumstances warrant it and approval is granted by the Employer) to obtain temporary employment and where applicable to obtain certified and accredited in-service training, to increase their level of experience and enhance their ability to secure future employment.

There are specific requirements regarding labour intensive construction (LIC) and the use of affirmative business enterprises (ABE's) and historically disadvantaged individuals (HDI's) and with regard to training.

Contractors are encouraged to maximise labour based construction activities and the Works and activities shall be so programmed and executed that those operations and activities that can reasonably be done by means of hand labour are so performed.

C3.3.2.2 The Community

The Community in terms of Sub-clauses 1.(1)(cc) and 23.(4) of the Special Conditions of Contract shall for the purpose of this Contract be held to include all residents residing within a five kilometre radius of the site.

C3.3.2.3 Recruitment of Local Labour

Upon receipt of the Letter of Tender Acceptance the Contractor shall expeditiously proceed to arrange for the recruitment of local labour.

Most of the labour employed on the Contract shall, insofar as such labour is available, be recruited from the local Community stated above, unless it shall be agreed between the Employer, the Client and the Contractor that labour residing in neighbouring communities may be recruited and employed.

C3.3.2.4 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 4CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

4.2 Employment of unskilled and semi-skilled workers in labour-intensive works

4.2.1 Requirements for the sourcing and engagement of labour.

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

4...2.1.2 The rate of pay set for the SPWP must attain a minimum wage set by the Department of Labour per task or per day.

4...2.1.3 Tasks established by the contractor must be such that:

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

4...2.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 4.2.1.3.

4...2.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby.

Preference must be given to people with previous practical experience in construction and / or who come from households:

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

4...2.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

4...2.2 Specific provisions pertaining to SANS 1914-5

4.2.2.1 Definitions

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

4...2.2.2 Contract participation goals

4...2.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

4...2.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

4...2.2.3 Terms and conditions for the engagement of targeted labour

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

4...2.2.2.4 Variations to SANS 1914-5

4...2.2.2.4.1 The definition for net amount shall be amended as follows:

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

4...2.2.2.4.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

4...2.2.2.5 Training of targeted labour

4...2.2.2.5.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

4...2.2.2.5.2 The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

4...2.2.2.5.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026.

4...2.2.2.5.4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

4...2.2.2.5.5 The contractor shall do nothing to dissuade targeted labour from participating in training programmes.

4...2.2.2.5.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 4...2.2.2.5.4 above.

4...2.2.2.5.5 Proof of compliance with the requirements of 4...2.2.2.5.2 to 4...2.2.2.5.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

C3.4 : CONSTRUCTION**C3.4.1 WORKS SPECIFICATION****C3.4.1.1 Applicable Standards**

The Standard Specifications for Road and Bridge Works for State Road Authorities (1998 Edition) as prepared by the Committee of Land Transport Officials (COLTO) are applicable to this Contract. It shall however be noted that reference is made in certain of the specifications to other standardised specifications which may or may not be included in this document. Where such specifications are not included, they shall however be deemed to be included in the Contract documents.

The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer. These specifications shall remain the property of the Contractor but shall be made available to the Client whenever required throughout the duration of the Contract.

In addition the following Particular Specifications that are bound into this document will also apply:

- Section 1900 : Dayworks
- Section 9300 : Environmental Management Plan Implementation
- Section 9400 : Occupational Health & Safety Specifications

C3.4.1.2.1 The term “Project Specifications” appearing in any of the COLTO standardised specifications must be replaced with the terms “scope of work”.

C3.4.1.2.2 The variations and additions to the specifications listed in C3.4.1.2.2 are as follows:

The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this Contract. The amendments are those issued by COLTO and reproduced below, together with additional amendments as set out herein.

The Routine Road Maintenance and gravelling, as well as the Road Betterment Procedures Manuals, as issued by the Department of Roads & Public Works of the Eastern Cape will be referred to as a guideline, for the repair / construction and maintenance activities to be conducted under this Contract.

The employer’s objectives are to deliver public infrastructure using labour intensive methods and in so doing provide work place training opportunities to learners who have a Learnership Agreements with the Construction Education and Training Authority

Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

C3.4.2 SITE FACILITIES**C3.4.2.1 Facilities for the Client**

Site facilities as specified in the schedule of quantities are required. Site meetings will be held in the Contractor's site office and must make allowance to seat at least 10 people.

C3.4.2.2 Sanitary Facilities

The Contractor shall supply chemical toilets for use by his employees and temporary workers and shall be entirely responsible for maintaining such toilets in a clean and sanitary condition to the satisfaction of the Client and the health authorities. The number of toilets shall be based on one toilet per fifteen personnel on site and the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

C3.4.2.3 Contractor's Camp Site

The establishment of all labour, plant and materials on site and all arrangements in this respect is the responsibility of the Contractor.

The Contractor shall provide within his own on-site facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of fifteen (15) persons at site meetings. The Client shall be allowed free use of such a venue for the conducting of any other meetings concerning the Contract at all reasonable times. The cost of providing the above facility will be viewed to be inclusive of the Contractor's establishment costs.

Before the erection of his camp, office, stores, plant and accommodation units or any facilities, the Contractor shall satisfy the Client that he is familiar with and has taken due cognizance of any pertinent local by-laws, availability of services and statutory regulations. The Contractor's attention is specifically drawn to the regulations pertaining to the accommodation of labourers.

C3.4.2.4 Telephone and Communication Facilities

The Contractor shall provide and maintain a continuous means of on-site communication between his site supervision staff (i.e. the people responsible for the day to day running of the Contract) and the staff of the Client's Representative.

The Client and his Representative will use their own cellular and office telephones for this contract. The provision and use of cellular phones for the Contractor's personnel will be for his own cost.

C3.4.2.5 Accommodation for Employees

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

C3.4.2.6 Security

The Contractor shall be responsible for the security of his own personnel and constructional plant on and around the site of the works and for the security of his camp and laboratory, and no claims in this regard will be considered by the Employer.

C3.4.2.7 Water, Power Supply and other Services

The Contractor shall make his own arrangements concerning the supply of water, electrical power and all other services for use at the site camps, as well as for all construction and maintenance purposes. No direct payment will be made for the provision of water, electrical power and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work.

C3.4.3 FEATURES REQUIRING SPECIAL ATTENTION**C3.4.3.1 Public Safety**

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

C3.4.3.2 Adjoining Properties

The sites of the Works are surrounded by private properties. The Contractor shall exercise strict control over his employees to ensure that they do not trespass outside the road reserve or interfere in any way with the adjacent owners, tenants and their properties. In addition, the Contractor shall liaise with the owners regarding all matters that may affect them such as the provision of water and the like.

C3.4.3.3 Construction and Maintenance Activities in Confined Areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the project specifications, no additional payment will be made for work done in restricted areas.

The Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions and that the tendered rates and amounts shall include full compensation for all special equipment and construction / maintenance methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

STANDARD AMENDMENTS TO THE STANDARD SPECIFICATIONS ISSUED BY COLTO

No amendments have been issued.

PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

In certain clauses the Standard Specifications allow a choice to be specified in the Scope of Works 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 Scope of Works. It also contains some additional specifications required for this particular Contract.

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

SECTION 1100	DEFINITIONS AND TERMS
---------------------	------------------------------

Add the following additional clauses:

“B1156 ACCEPTANCE CONTROL

Acceptance control means whatever testing the Client carries out over and above the process control testing already carried out in order to decide on the acceptability of any work submitted by the Contractor. Such testing will be carried out at the cost of the Employer in a laboratory approved by him.

B1157 COMMERCIAL SOURCE

An off-site source of materials chosen by the Contractor will also be viewed as a commercial source. The Contractor shall take full responsibility for the quality of all materials and services supplied from commercial sources.

B1158 PROCESS CONTROL

Process control means all testing required to be carried out by the Contractor on the works in order to ensure that the completed permanent works comply with the specifications and drawings. All such testing will be subject to inspection and approval by the Client.”

SECTION 1200:	GENERAL REQUIREMENTS AND PROVISIONS
----------------------	--

B1204 PROGRAMME OF WORK

Insert the following before the first paragraph:

"A network-based programme in accordance with the precedence method shall be provided showing the various activities in such detail as may be required by the Client. The programme shall be updated monthly in accordance with the progress made by the Contractor.

Failure to comply with these requirements will entitle the Client to apply a programme based on his own assumptions for the purpose of evaluating claims for extension of time for completion of the works, or for additional compensation."

B1206 SETTING OUT OF THE WORKS AND PROTECTION OF BEACONS

In second line of first paragraph, replace Clause 14 with 4.1.2, 4.5, 4.15 and 4.15.3 of SANS 1921-1.

B1207 NOTICES, SIGNS AND ADVERTISEMENTS

Replace the second paragraph with the following:

"Two (2) contract name boards shall be erected and maintained for the duration of the Contract at points to be indicated by the Client. Details of the contract name board are provided in the standard drawings, whilst a layout of the identity boards are included with the tender drawings."

Delete the final paragraph and replace with the following:

"All signboards erected in accordance with the drawings or as approved by the Client, shall be removed at the same time as the Contractor's de-establishment. Payment under sub-item 13.01 for the final instalment of 15% of the tendered lump sum shall not be made unless all the advertisements, notices and temporary signs have been removed."

"The Name Board for this contract shall be erected within a month of the commencement date of the Contract and shall be placed where ordered by the Client. Any damage to this board shall be repaired within fourteen days of a written instruction by the Consultant. Details of the Name Board are to compliant with EPWP requirements.

B1209 PAYMENT

(b) Rates to be inclusive

In the 3rd line, after the word "quantities", insert "together with the payment of VAT as a separate item,"

(f) Materials on Site

In the first line of the first paragraph, delete "Clause 52" and replace with "Clause 49".

Add the following sub clause:

"(g) Trade names

Where materials are specified under trade names, tenders must be based on those specified materials. Alternative materials may be submitted as alternative tenders and the Client may, after receipt of tenders, approve the use of equivalent materials."

B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Insert the following:

In the fourth line of the first paragraph, delete "Clause 54" and replace with "Clause 51".

Add the following paragraph:

"In addition to the listed specified items of work and regardless of the degree of beneficial use by the Employer, no sections of the works, individually or collectively, shall be considered for practical completion unless the following criteria have also been met:

- In the case of partial completion, the estimated cost to complete the outstanding work shall be less than 2 % of the estimated cost to construct the whole section or sections.
- In the case of the whole works, the estimated cost to complete the outstanding work shall be less than 2 % of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
- It must be possible for the Contractor to complete the written list of outstanding items of work within 28 days of the list having been issued to the Contractor."

B1214 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

Add the following to the first paragraph of subclause (d)(ii)

"This is also required with respect to fences, gates, camp sites, bypasses and material spoiled on private property."

Add the following after subclause (e)

"These written statements, as required in Clause 1214(b)-(e) shall be handed to the Client before the final certificate will be issued."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Delete the clause and replace with the following:

"There will be no extension of time on this contract due to abnormal rainfall except as provided for below.

Should the Contractor, due to the occurrence of rainfall resulting in his inability to carry out the Works, not meet the rates of progress as per the programme, the Client shall determine the number of days lost due to the occurrence of rain, and deduct same from the number of days of penalty which the Contractor shall pay to the Employer due to non-performance in terms of the contract.

Should the occurrence of rain delay the Contractor's rate of progress on work programmed at the end of the contract, the provisions in the above paragraph shall still apply, but the employer shall have the right to discontinue the work in progress on the date that the contract expires, at his sole discretion, or grant an extension of time in terms of Clause 42 of the General Conditions of Contract equal to the number of days lost due to rainfall in respect of the activities affected by the rainfall, as determined by the Client.

During the execution of the Works, The Client's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only if less than 30% of the work force and plant on site could work during that specific working day."

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

In second line of first paragraph, replace "Clause 35" with "Clause 32".

B1229 SABS CEMENT SPECIFICATIONS

Add the following to this sub-clause:

"Where reference is made in this specification or the Standard Specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS ENV 197-1 "Cement composition, specifications and conformity criteria Part 1: Common cements."

Furthermore, where reference is made in this specification or the standard specification to a different cement type, the following names will apply and the Client will confirm the relevant new name from the table overleaf:

Cement Grade	Cement Type	Approximate old product name	Holcim	New Blue Circle	New NPC	New PPC	New Slag-cement
52,5	CEM 1	Rapid hardening	Rapid Hard	Duracast	Eagle Super	-	-
42,5 R	CEM 1	Rapid hardening	-	-	-	Rapo	-
42,5	CEM 1	OPC *	Portland Cement	Duratech	-	OPC	-
	CEM 1	LASRC	-	-	-	LASRC	-
	CEM II A-S	PC 15SL	-	-	Eagle Plus	-	-
	CEM II B-S	RH30SL	-	-	Eagle Plus	-	-
32,5R	-	-	-	-	-	-	-
32,5	CEM II A-V	PC 15FA	All Purpose Cement	-	-	Surebuild	-
	CEM II A-W	PC 15FA	-	-	-	Surebuild	-
	CEM II A-L	-	All Purpose Cement	-	-	Surebuild	-
	CEM II B-V or W	PC25FA/PFA C**	-	Structrete	-	Surecrete	-
	CEM III A	PBFC	-	BFC	Eagle Pro	-	PBFC
	CEM IIIA	RHSL	-	-	-	-	RHSL
22,5	MC 22.5X	PFAC ***	Multipurpose Cement	Durabuild	-	-	-
	MC22.5X	PFAC***	-	Buildcrete	-	-	-
12,5	MC 12,5	Walcrete	Mortar Cement	Wallcrete	-	Masonry	-
	MC 12,5	Mortacem	-	-	-	-	-

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

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

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

Add the following new clauses:

B1230 DAILY RECORDS

The Contractor shall furnish the Client daily with records of work executed by him for each activity. The records shall include information such as description, location, measurement, plant and labour hours, where applicable, and all other information the Client may require for the record and measurement purposes.

No separate payment items will be scheduled for the administrative costs incurred by the Contractor to provide the Client with the activity sheets and other information that will be required. These costs will be deemed to be inclusive of the rates tendered for the works.

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

B1303 PAYMENT

B13.01 The Contractor's general obligations

Add the following:

"References to Clause 49 must be amended to read Clause 46"

"References to Clause 53 must be amended to read Clause 50"

Add the following:

The Scope shall also include the requirements of the Occupational Health and Safety specifications and relevant payment items contained in the tender documentation.

Add the following to sub-clause (i):

"The tendered sum for sub item 13.01(a) also includes full compensation for the complete relocation of the Contractor's camp or temporary road camps from one road or area to another during the course of the contract as per the approved programme.

The Contractor must make allowances for the provision and erection of two (2) contract name boards, as per the drawings, under item 13.01(a), Contractor's General Obligations (separate item).

Under this payment item he shall also make allowance for the provision of two labourers to assist the Resident Client as and when required for checking and measuring the various items of work.

Add the following after the fourth paragraph:

"Should the combined total tendered for sub-items (a), (b), and (c) exceed 20% of the tender sum (excluding CPA, contingencies and VAT), the tenderer shall state his reasons in writing for tendering in this manner."

Add the following at the end of the pay item:

"The amount payable to the Contractor for time related costs arising from extensions of time granted by the Employer, where the Contractor is fairly entitled to such compensation in terms of Clause 42 of the General Conditions of Contract, shall be calculated as follows:

- (i) Account shall be taken of all time-related items scheduled in Section 1300, 1400 and 1500.
- (ii) All pay items for which the unit of measurement is "month" shall be deemed to be based upon an average of 22 working days per month.
- (iii) Payment will be made only for items for which the unit of measurement is "month".

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

B1402 OFFICES AND LABORATORIES

(c) Laboratories

"No on-site laboratories are required. The Contractor may make use of SANAS accredited laboratories for all his process control testing."

SECTION 1500:	ACCOMMODATION OF TRAFFIC
----------------------	---------------------------------

B1502 GENERAL REQUIREMENTS

(f) Approval of temporary deviations

Add the following:

"If, after any temporary deviation has been constructed, any changes are considered necessary or desirable, the proposal shall be submitted to the Client for his approval."

(i) Traffic Safety Officer

Add the following after the second paragraph:

"The Contractor shall submit a CV of the candidate to the Client for approval before the Traffic Safety Officer is appointed. The Traffic Safety Officer shall be made available to discuss road safety and traffic accommodation matters whenever required by the Client."

Add the following sub-sub-clauses:

- "(ix) Ensure that all obstructions, soil and gravel heaps, related to the Contractor's activities be removed before nightfall, where applicable or instructed by the Client, and that the roads are safe for night traffic.
- (x) The Traffic Safety Officer shall, in addition to the duties listed in paragraph 1502 (i), also be responsible for removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic."

Add the following sub-clauses:

(j) "Failure to comply with provisions for the accommodation of traffic

The failure or refusal of the Contractor to take the necessary precautions for the safety and convenience of the public as specified or instructed by the Client, shall be sufficient cause for the suspension of all work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Client.

The above shall be sufficient cause for the Client to deduct penalties as follows:

A fixed penalty of **R 1000** per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the Standard Specifications and Section B1500 of the Scope of Works.

In addition a time-related penalty of **R 300** per day over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Client. The Client's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

(k) Extension of time for completion

Accommodation of public traffic on the works or any delays caused thereby, as well as any suspensions due to failure by the Contractor to comply with the provisions for the accommodation of traffic, will not be regarded as special circumstances for the extension of time.

(l) Traffic safety equipment for the Client

The Client shall be provided with the following traffic safety equipment:

(i) Amber flashing lights

The Contractor shall provide the Client and the Client's Representative with amber rotating warning lights. All lights shall be operational whenever the vehicles operate within the road reserve. All lights shall have a minimum height of 200 mm and 50 watt output, be of the revolving reflector type and shall have a magnetic base, flexible cable and a connection suitable for insertion into a 12V automobile cigarette lighter socket.

(ii) Maintenance sticker

The Contractor shall supply the Client and the Client's Representative with magnetic "maintenance" stickers. The stickers must read "MAINTENANCE" in 170 mm letters on a prominent background.

(iii) Safety jackets

The Contractor shall provide the Client, the Client's Representative and visitors with safety jackets for moving around on site. The jackets shall be of an approved type, orange in colour and shall be to the approval of the Client. The Contractor is to allow for ten jackets.

(iv) Hard hats

The Contractor shall provide the Client and visitors with hard hats for moving around on site where they may be required. The Contractor is to allow for ten hard hats.

No additional payment will be made for the above items and the costs will be deemed to be inclusive in the establishment costs."

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the first sentence of the first paragraph with the following:

"The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and the South African Road Traffic Signs Manual, in particular, in Chapter 13 of Volume 2 and remove them when no longer required. It shall be incumbent upon the Contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly, and he shall replace any that have been damaged, lost, stolen or obliterated at his own cost."

Replace the third paragraph with the following:

"The type of construction, spacing and placement of traffic-control devices shall be in accordance with Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual. The recommended arrangements of the traffic control devices illustrated in Chapter 13 of Volume 2 of the South African

Road Traffic Signs Manual shall not be departed from without prior approval of the Client. The arrangements expected to be most commonly used in the Contract are set out in the Routine Road Maintenance Procedures Manual of the Department of Roads and Public Works of the Eastern Province.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the Client where deemed necessary to accommodate local site geometry and traffic conditions.”

(b) Road signs and barricades

Add the following:

“No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met and written approval of the Client is obtained. The Contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the Client. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety.

Should the Contractor fail to respond to an instruction to re-erect a road sign within three hours or fail to comply with the requirements, the work on that section may be suspended without any compensation to the Contractor.

No separate payment items will be scheduled for the provision, erection and relocation of any signage, barricades, traffic control devices required to execute the works and these will be deemed to have been included in the rates of the different maintenance / construction activities.”

(a) Channelization devices and barricades

Add the following paragraphs:

“Delineators shall be of plastic and shall be capable of withstanding winds caused by passing traffic in typical working conditions without falling over. To achieve this, the base shall be ballasted using sand bags.

Traffic cones manufactured in a fluorescent red-orange or red plastic material shall be used only at short term lane deviations during daylight. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only.”

(e) Warning devices

Add the following:

“All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and operated continuously while the vehicle is manoeuvring in or out of traffic or is travelling or parked alongside roads open to public traffic.

Rotating lights and the "Maintenance Vehicle" signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Client, ineffective shall be immediately replaced by the Contractor."

B1517 MEASUREMENT AND PAYMENT

Delete the contents of this clause and replace with the following:

"Accommodation of traffic will not be paid for separately and any costs associated with it, unless expressly stated and allowed for, must be included in the rates of the various items where accommodation of traffic is required."

SECTION 1600: OVERHAUL

B1602 DEFINITIONS

(d) Free-haul distance

Delete "and cut to spoil" in the last sentence.

SECTION 1700: CLEARING AND GRUBBING

B1703 EXECUTION OF WORK

Add the following new Clause

(f) "Clearing and grubbing narrow widths

The Client may require clearing and grubbing of narrow widths between 0.5 and 5m wide to be conducted adjacent to existing roadways in order for them to be widened, or for the construction of new drains and mitre drains. The description and execution of the works will be conducted in the same manner as set out in sections 1702 (a), (b) and 1703 (a)."

B1704 MEASUREMENT AND PAYMENT

Item	Unit
B17.01 Clearing and grubbing	hectare (ha)

Add the following:

"Clearing and grubbing for the construction of camp sites shall not be measured separately. Payment shall be regarded as included in the rates tendered for the applicable items for the abovementioned work".

Item	Unit
B17.07 Clearing and grubbing narrow widths	square metre (m ²)

The unit of measurement shall be square metres of ground cleared and grubbed as directed by the Client. This activity is only to take place under the written instruction of the Client.

The tendered rate shall include for all work necessary for clearing and grubbing the surface in narrow widths, the removal and grubbing of trees and tree stumps (except large trees and stumps as defined and measured separately), cutting branches, backfilling of cavities, and the removal, transportation and disposal of material, all as specified.

SECTION 1900: DAYWORKS**CONTENTS**

- B1901 SCOPE
 B1902 ORDERING OF DAYWORK
 B1903 MEASUREMENT AND PAYMENT

B1901 SCOPE

This Section covers the listing of day work items in accordance with the General Conditions of Contract (Clause 37.2) for determining payment for work which cannot be quantified in specific units in the Bill of Quantities, or work ordered by the Client during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Bill of Quantities.

B1902 ORDERING OF DAYWORK

No day works shall be undertaken unless written authorisation has been obtained from the Client.

B1903 MEASUREMENT AND PAYMENT

Item	Unit
B19.01 Personnel	
(a) Unskilled labour	hour (hr)
(b) Semi-skilled labour	hour (hr)
(c) Skilled labour	hour (hr)
(d) Ganger	hour (hr)
(e) Flagmen	hour (hr)
B19.02 Plant	
(a) Flatbed truck (specify size)	hour (h)
(b) Tipper Trucks - 3 to 5 ton capacity	hour (h)
(c) Tipper Trucks - More than 5 ton	hour (h)
(d) Loader (0,5m ³) bucket	hour (h)
(e) TLB (digger loader)	hour (h)
(f) Excavator. (20-30 ton)	hour (h)
(g) Grader (AT 140 G or similar)	hour (h)
(h) Compactor (Bomag 90)	hour (h)
(i) Water truck (5000 litre)	hour (h)
(j) Dozer (D7 or similar)	hour (h)
(k) Mechanical broom	hour (h)
(l) Tractor-trailor combination (43 kW, 3 ton min)	hour (h)
(m) Suitable truck/bus for transporting labourers (30 people minimum)	hour (h)
(n) Safety vehicle for pre-marking purposes	hour (h)
(o) Compressor (air) including hoses and tools (specify)	hour (h)
(p) Dewatering pump including generators and accessories (specify size)	hour (h)
(q) Mobile electric welding sets and accessories (specify size)	hour (h)
(r) Cutting torch with mobile electric & oxy acetylene installation	hour (h)
(s) Mobile concrete mixers (specify size)	hour (h)

- (t) Light delivery vehicle (LDV)hour (h)
- (u) Centre-mount crane (specify size)hour (h)
- (v) Low bed truck (specify size).....hour (h)
- (w) Other (specify).....hour (h)

Item	Unit
B19.03 Materials	
(a) Procurement of materials.....	provisional sum
(b) Contractor's handling costs, profit and all other charges in respect of Item B19.03 (a).....	percentage (%)

The unit of measurement for items B19.01 and B19.02 shall be the hour for the item of plant or personnel. Non-working hours for transport breakdown, lack of operator or any other reason shall not be measured. The time shall be taken from the time that the personnel and/or plant depart until return.

Measurement shall only be for work instructed and directed by the Client, where the Client considers no other appropriate rate is available in the Bill of Quantities. Prior to the commencement of any work by the labourers described under item B19.01, the Contractor must obtain written consent from the Client regarding the classification of all labourers in terms of "unskilled", "semi-skilled" and "skilled" labourers.

The tendered rates for labour for item B19.01 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 B19.02 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 Client, for all administrative, supervisory operative and contingent cost, and profit, relating to the running of the plant.

The unit of measurement for item B19.03 (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 Client, shall be paid for.

The percentage tendered for item B19.03 (b) shall be percentage of the amounts actually paid for the procurement of materials as ordered under item B19.03 (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 2100: DRAINS**B2101 SCOPE**

Replace the first paragraph with the following:

"This Section covers all the activities for rehabilitative, new and maintenance work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the location and to the sizes, shapes, grades and dimensions shown on the drawings or as directed by the Client, and the test flushing of the subsoil drains."

B2107 MEASUREMENT AND PAYMENT

Item	Unit
B21.01 Excavation for open drains	cubic metre (m ³)

Add the following to the penultimate paragraph:

"The tendered rate shall also include full compensation for trimming the open drains. Only those drains designated by the Client for excavation will be measured. The above rate will be deemed inclusive where blading is specified in Section 3400, and will not be measured separately.

Where blading or road bed preparation is specified (Section 3400), payment for the formation of side and mitre drains up to the road reserve will be included in the blading or road bed preparation rate. However, where new drains are to be constructed to extend beyond the road reserve limits, payment will be made under this item for the length of drain outside the road reserve."

Item	Unit
B21.02 Clearing and shaping existing open drains	cubic metre (m ³)

Add the following to the penultimate paragraph:

"The tendered rate shall also include full compensation for trimming the open drains. Only those drains designated by the Client for clearing and shaping will be measured. The above rate will be deemed inclusive where blading is specified in Section 3400, and will not be measured separately. Where blading is specified (Section 3400), payment for the formation and clearing of side and mitre drains up to the road reserve will be included in the blading rate. However, where drains extend beyond the road reserve limits, payment will be made under this item for the length of drain outside the road reserve."

Add the following new items:

Item	Unit
B21.20 Clearing and shaping side and mitre drains by road grader	meter (m)

The unit of measurement shall be the linear meter of mitre and side drain formed, cleared, opened up and shaped. The length of mitre drain will be measured from the outside of the side road drain to the approved extremity of the mitre drain. Only those mitre and side drains designated by the Client for clearing and shaping will be measured. The above rate will be deemed inclusive where blading is specified in Section 3400, and will not be measured separately for all work conducted within the road reserve."

B21.21 Hand excavation and protection of existing services (to suit)	Sum
---	-----

The Contractor shall ensure that the position of all existing services affected by the Works have been verified before construction works commences and should it be necessary to lower or relocate any service, the Contractor will be required to make the necessary arrangements with the relevant service provider.

SECTION 2200: PREFABRICATED CULVERTS

B2201 SCOPE

Amend the first paragraph to read:

"This Section covers all the activities in connection with the construction and maintenance of prefabricated units of culverts and other closed conduits such as storm water ducts, tremies and service ducts, together with inlet and outlet structures, manholes and other appurtenant structures."

B2203 MATERIALS

(b) Portal and rectangular prefabricated concrete culvert units

Add the following:

"Should a pipe unit be specified as half of the standard length, the actual length of the unit will be measured for payment as it is accepted that only certain lengths are available from the manufacturers. The tendered rate for concrete pipe culverts shall also include any additional costs with respect to units that are half the standard length. The standard length of a concrete pipe will be taken as 2,44m or 2,5m depending on supplier. All pipe joints are to be wrapped with U24 Bidum or similar approved material. The cost of the wrapping of the joints will be deemed to be inclusive in the installation rate of the pipe."

(d) Fine granular material

Add the following:

"Selected material, approved by the Client, may be used for the bedding."

B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

Excavation and backfilling

Amend the first paragraph to read as follows:

"The width of excavation shall be the net external dimensions of structure plus 0,5 meter working space along or around the structure. The specifications given elsewhere in this Section for backfilling the culverts shall apply mutatis mutandis to inlet and outlet structures, catchpits and manholes. If wet soilcrete is used with vibrators the extra working space can be reduced to 150 mm."

Add the following subclause:

"(j) Stone masonry inlet and outlet structures

Where specified by the Client, the Contractor shall construct stone masonry headwalls and wing walls at culvert inlets and outlets. Stone masonry work shall be carried out in accordance with the provisions of Series 5000 of these Specifications.

Stone masonry will only be specified, where appropriate, for structures up to 600mm in height or diameter. Reinforced concrete will be specified for larger structures."

Add the following clause:

“B2219 CONSTRUCTION TOLERANCES

The installation of prefabricated pipes, portal and rectangular culverts and ducts shall comply with the requirements stated below:

(a) Level

The permissible deviation from the specified level shall be $\pm 20\text{mm}$.

(b) Alignment and grade

The permissible deviation of the alignment and grade of each culvert and pipeline shall be $\pm 20\text{mm}$ from the specified line and level, or from the line between culvert or pipe inverts at successive manholes or catch pits, as applicable, when measured over any 7m length, and all such deviations shall be gradual. Reverse falls are unacceptable.”

B2218 MEASUREMENT AND PAYMENT

Add the following new items:

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

B22.29 Sealing of cracks and joints in existing culverts or pipes	metre (m)
--	-----------

The unit of measurement shall be the actual length of crack or joint sealed in the inside of the pipe or culvert.

The tendered rate shall be for the full compensation for procuring, furnishing and caulking the cracks or joints with the specified material, it should also include for cleaning the area to be caulked.

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

B22.30 Demolition of brick structures	
--	--

(a) 115 mm thick brickwork	square metre (m ²)
----------------------------------	--------------------------------

(b) 230 mm thick brickwork	square metre (m ²)
----------------------------------	--------------------------------

(c) 345 mm thick brickwork	square metre (m ²)
----------------------------------	--------------------------------

The unit of measurement shall be the square metre of brickwork demolished.

The tendered rate shall include full compensation for all labour, plant and equipment required to demolish the existing brick structure (including plasterwork and the like) and disposal of the demolition to an approved spoil site within a free-haul distance of 1km. For partial demolition, It shall also include for squaring out the brickwork and preparing the existing surface for repair or to tie into new brickwork.”

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3401 SCOPE

Add the following paragraph:

“The work involved under this Section also includes all activities that are required to conduct routine and preventative maintenance to existing gravel roads, including the use of self-propelled road graders to improve the overall rideability, safety aspects and correcting any drainage faults that may be present. The Routine Road Maintenance Procedures Manual (RRMPM) and the Blading and Road Betterment Procedures Manual of the Department of Roads and Public Works of the Eastern Cape describes the causes and type of defects, as well as providing a guide on how to conduct the works as indicated below.

The additional items of work covered under this Section includes:

- (j) Wet grading
- (k) Dry grading
- (l) Light road bed preparation
- (m) Heavy road bed preparation
- (n) Reshaping”

B3402 MATERIALS

(a) General

Add the following to the second paragraph:

“Materials to be used for the gravel wearing course shall be Type 1 as per Table 3402/4, with the following amendments:

- Maximum target size = 53 mm
- Oversize index = 10% maximum
- Maximum permitted oversize = 63 mm.”

B3403 CONSTRUCTION

(b) Placing and compacting

Add the following new sub-subclause:

(iii) Gravelling

“Before the construction of the gravel wearing course is commenced, the Contractor shall ensure that the underlying subgrade is to the satisfaction of the Client. This shall include the submission of all relevant process control test results to the Client.

The wearing course material shall be dumped on the road and then spread by means of motor graders over the full width of the layer shown on the drawings and to such depth that after compaction the thickness of the layer complies with the requirements of the Scope of Works and the surface of the layer is true to elevation, grade, and cross-Section.

At no stage along a road shall the continuous length of unprocessed dumped material exceed 2.0km. Passing opportunities will be provided within the dumped material at a minimum spacing of 200 meters.

The material shall be spread away from the area on which it has been dumped in such a manner as to minimise segregation of the various sizes of aggregate in the material.

Material that is oversize in terms of the requirements for size and that remains after processing or spreading or both shall be hand knapped or bladed off the road and removed and disposed of.

Where necessary, in order to increase the moisture content of the material to the optimum value of the compaction equipment employed and the density required, not more than the requisite quantity of water shall be added uniformly over the area to be compacted. The water shall be thoroughly mixed into the material until a homogeneous mixture is obtained.

Material that is too wet shall be allowed to dry out to the correct moisture content before compaction proceeds.

Compaction shall be carried out in continuous operations over the full width and length of the area being compacted until the density specified has been achieved. The required shape and cross-section shall be maintained during compaction, and all holes, ruts, and depressions shall be corrected by frequent blading with a motor grader. The top of the compacted layer shall present a hard uniform compacted appearance.

Any weak spots that become apparent during compaction shall be cut out and repaired with sound material at the Contractor's expense.

The wearing course shall be compacted to a density of at least 95% of modified AASHTO density. Only partial payment will be done, at the discretion of the Client, on sections of wearing course until the Contractor has submitted satisfactory process control test results for the section to the Client."

Add the following new sub-clauses:

(f) Mixing/Blending of materials

Where required by the Client, materials from different sources shall be mixed in order to produce a final layer that meets the requirements of the specification.

Materials from the different sources shall be dumped on the road in the proportions ordered by the Client. The two materials shall be thoroughly mixed by grader or other suitable plant so as to obtain an even mix of the different types of material dumped. The layer shall then be compacted in accordance with clause 3403 (b).

(g) Testing of wearing course gravel

The following minimum testing shall be undertaken by the Contractor as process control for the wearing course gravel, including material processed in-situ:

- (i) 1 CBR per kilometre of gravel wearing course.
- (ii) 3 Gradings and indicators per kilometre. (The sample is to be taken from a 1m² representative area on the road at the test position as per TMH 5)
- (iii) 3 Layer thickness measurements per kilometre.
- (iv) 3 Compaction density tests per kilometre.
- (v) 5 width of road (wearing surface) measurements to be taken every kilometre.
- (vi) Visual inspection
- (vii) Tolerance checking of surface repairs by using straight edge

In addition, there shall be at least 3 CBR tests undertaken on samples from each proposed borrow pit.

All such tests will be undertaken by the on-site or approved laboratory, utilising personnel properly trained and equipped for the purpose.

Only 70% of the applicable rate will be made for the placing and construction of the pavement layer/gravel wearing course. Upon presentation of the above test results, the balance will only be payable if they conform to the set minimum requirements, failing which, the Contractor is to reprocess the section of work until it conforms to the specification. Only then will the balance of the payment be made."

Add the following clause :

"B3408 EXECUTION OF BLADING WORK

The Client will inspect the existing road ahead of the blading programme and will instruct, in writing, the Contractor exactly which sections will receive what type of blading. The existing in-situ material generated during the cutting operation to form the required cross section and side / mitre drains, may be cut out and placed on the side slopes from the fence line to the centre of the side drain, or disposed of as directed.

(a) Wet grading (As per GO1 of the Procedures Manual - RRMPM)

The aim of the wet grading operation is to improve the riding surface and to remove the potholes, corrugations and rutting that has developed with time, as well as clearing the side and mitre drains within the road reserve and providing the correct cross sectional profile to the road prism.

Wet grading shall only be carried out when gravel is at the correct moisture content. Water is to be sprayed on the full width of road section to be worked before blading commences, to ensure that the material is at optimum moisture content. The material from both side drains of the road is to be cut into the road and spread with successive cuts towards the centre of the road. The depth of the cuts shall be sufficient to result in an even surface.

Hand labour is to fill all potholes and remove oversize and any vegetation from the roadway. Water is then again to be sprayed on the full width of road section being worked. The material windrow which has been formed in the centre of the road is now cut with successive cuts towards one side of the road. If a material windrow is formed at the shoulder of the road, this material needs to be cut out through the side drain.

If this is not possible due to physical constraints, openings and mitres will be made to ensure that the side drain can function freely. Any drains blocked off by undercutting shall be opened and gravel spillage into outlets shall be removed.

Water is then again to be sprayed on the full width of road section that was worked.

The wet grading operation will also include for providing the required cross sections and cambers on the road, as well as cutting all the mitre and side drains complete, to ensure proper drainage.

Should the side slopes from the road reserve fence line, to the outer edge of the side drain need to be cut and shaped, this area will first be cleared and grubbed. The required Clearing and Grubbing activity within the road reserve will be measured under Section 1700, with the shaping and trimming being measured under Section 5900.

(b) Dry grading (As per GO2 of the Procedures Manual - RRMPM)

The aim of the dry grading operation is to improve the riding surface and to remove the potholes, corrugations and rutting that has developed with time, as well as clearing the side and mitre drains within the road reserve and providing the correct cross sectional profile to the road prism.

The Contractor shall also attempt to maximise the number of dry grades after rains or when soil conditions are close to optimum moisture content.

The material from both side drains of the road is to be cut into the road and spread with successive cuts towards the centre of the road. The depth of the cuts shall be sufficient to result in an even surface.

Hand labour is to fill all potholes and remove oversize and any vegetation from the roadway. The material windrow which has been formed in the centre of the road is now cut with successive cuts towards one side of the road. If a material windrow is formed at the shoulder of the road, this material needs to be cut out through the side drain.

If this is not possible due to physical constraints, openings and mitres will be made to ensure that the side drain can function freely. Any drains blocked off by undercutting shall be opened and gravel spillage into our outlets shall be removed.

Should the side slopes from the road reserve fence line, to the outer edge of the side drain need to be cut and shaped, this area will first be cleared and grubbed. The required Clearing and Grubbing activity within the road reserve will be measured under Section 1700, with the shaping and trimming being measured under Section 5900.

(c) Provision of routine blading during defects liability period

The Contractor will be instructed by the Client during the defects liability period to provide routine road blading (wet or dry) to the roads re-gravelled during the Contract. The frequency of the normal blading operation required will depend on traffic loading and rainfall conditions being experienced. It is anticipated that this requirement will be to a maximum of 2 times during the defects liability period.

The Contractor will be given a two weeks prior notice in writing by the Client before he is requested to provide the above service. The blading requested could be for all the roads re-gravelled during the Contract or just certain sections as determined by the Client.

Separate items have been scheduled for normal blading during the defects liability period, as well as the establishment and de-establishment of the teams after every request.

(d) Light roadbed preparation

Light roadbed preparation will be utilised to prepare the existing roadway to conform to the required design cross section before the gravelling operation commences if so required. This item will be used when the above can be achieved by using a motorised grader unit without ripping the in-situ material.

The Client will order light roadbed preparation before gravelling a section of road only if the in-situ roadbed material conforms to the required specification.

Blading shall commence by first cutting and shaping the side and mite drains to the required specification to ensure proper drainage, as well as the shaping of the roadway. If in the opinion of the Client, the material so removed is suitable to be mixed in with the imported material, it should be bladed towards the centre line from both sides with successive cuts. If in the opinion of the Client the material from the formation of the cross section and drains is not suitable, it will be spread over the side slopes or disposed of as directed. During the blading operations all large stones and vegetation shall be removed from the windrowed material. Any drains blocked off by under cutting shall be opened and gravel spillage into culvert inlets and outlets removed. The Contractor is to ensure that the required cross section is neatly trimmed and approved by the Client, before any material is imported.

The operation will also include for providing the required cross sections and cambers on the road, as well as cutting all the mitre and side drains complete, to ensure proper drainage.

Any drains blocked off by under cutting shall be opened and the spillage into culvert inlets and outlets removed. The Contractor is to ensure that the required cross section is neatly trimmed and approved by the Client, before any material is imported.

(e) Heavy roadbed preparation

Heavy roadbed preparation will be utilised to prepare the existing roadway to conform to the required design cross section before the gravelling operation commences if required. This item will be used when the above can only be achieved by using a motorised grader to rip the in-situ material, scarify, add water, mix, shape and compact the material to achieve the required cross section before the gravelling operation.

The Client will order heavy roadbed preparation before gravelling the section of road only if the in-situ road bed material is of such a nature that upon being processed, conforms to the minimum requirement to receive the imported gravel wearing course.

Heavy roadbed preparation will consist of ripping (150 mm), adding water, mixing, shape and trimming to the required cross sections and cambers inclusive of cutting all mitre and side drains complete, to ensure proper drainage.

The Contractor is to ensure that the required cross section is neatly trimmed and approved by the Client, before any material is imported.

Compaction during the operation must ensure that at least 95% of MOD AASHTO is achieved for the gravel wearing course layer.

Any drains blocked off by under cutting shall be opened and the spillage into culvert inlets and outlets removed. The Contractor is to ensure that the required cross section is neatly trimmed and approved by the Client, before any material is imported.

(f) Reshaping (As per GO4 of the Procedures Manual - RRMPM)

Reshaping will be instructed by the Client where the road cross section of the road profile has changed and needs to be reworked to achieve the required shape, which will facilitate a better riding quality and proper drainage.

Reshaping will consist of ripping (150 mm), adding water, mixing, shape and trimming to the required cross sections and cambers inclusive of cutting all mitre and side drains complete, to ensure proper drainage, and removing any oversize material.

Compaction during the operation must ensure that at least 95% of MOD AASHTO is achieved.

The operation will also include for providing the required cross sections and cambers on the road, as well as cutting all the mitre and side drains complete, to ensure proper drainage.

Should the side slopes from the road reserve fence line, to the outer edge of the side drain need to be cut and shaped, this area will first be cleared and grubbed as specified. The required Clearing and Grubbing activity within the road reserve will be measured under Section 1700, with the shaping and trimming being measured under Section 5900.

(g) Quality / Standard

The road surface on completion of the works shall give a smooth ride free from corrugation and be properly drained.

The specified camber for straight sections of roads shall be maintained and super elevation on curves shall extend across the full width of the roadway.

The finished surface of the edge build-ups shall be free from corrugations, constructed level with the edge and nowhere higher than the surfaced edge."

B3407 MEASUREMENT AND PAYMENT

Add the following items :

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

B34/33.03 Extra over for Item 34.01 for excavation of material in:

(a) Intermediate excavation	Cubic metre (m ³)
-----------------------------------	-------------------------------

(b) Hard excavation	Cubic metre (m ³)
---------------------------	-------------------------------

The unit of measurement shall be the cubic metre of compacted pavement layer and the quantity shall be calculated from the authorized dimensions of the compacted layer.

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

B34.14 Wet grading	kilometre (km)
--------------------------	----------------

The unit of measurement shall be the kilometre of full width of gravel road bladed, inclusive of the formation and shaping of all the side and mitre drains, measured along the centre line of the road.

The tendered rate shall include full compensation for all the blading by motor grader, water cart and all labour required to remove large stones and keeping drainage clear from gravel spillage.

Separate items will be scheduled for various road way widths to be bladed.

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

B34.15 Dry grading	kilometre (km)
--------------------------	----------------

The unit of measurement shall be the kilometre of full width of gravel road processed, inclusive of the formation and shaping of all the side and mitre drains, measured along the centre line of the road.

The tendered rate shall include full compensation for all the blading by motor grader and all labour required to remove large stones and keeping drainage clear from gravel spillage.

Separate items will be scheduled for various road way widths to be processed.

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

B34.16 Light roadbed preparation	kilometre (km)
--	----------------

The unit of measurement shall be the kilometre of full width of gravel road processed, inclusive of the formation and shaping of all the side and mitre drains, measured along the centre line of the road.

The tendered rate shall include full compensation for shaping and trimming by motor grader and providing for the necessary labour required to remove large stones and keeping drainage clear of gravel spillage.

Separate items will be scheduled for various road way widths to be processed.

Item	Unit
B34.17 Heavy roadbed preparation	kilometre (km)

The unit of measurement shall be the kilometre of full width of gravel road processed, inclusive of the formation and shaping of all the side and mitre drains, measured along the centre line of the road.

The tendered rate shall include full compensation for ripping, adding water, shaping and trimming by motor grader, and providing for the necessary compaction effort to achieve the required specification, as well as all labour required to remove large stones and keeping drainage clear of gravel spillage.

Separate items will be scheduled for various road way widths to be processed.

Item	Unit
B34.18 Reshaping.....	kilometre (km)

The unit of measurement shall be the kilometre of full width of gravel road processed, inclusive of the formation and shaping of all the side and mitre drains, measured along the centre line of the road.

The tendered rate shall include full compensation for ripping, adding water, shaping and trimming by motor grader, and providing for the necessary compaction effort to achieve the required specification, as well as all labour required to remove large stones and keeping drainage clear of gravel spillage.

Separate items will be scheduled for various road way widths to be processed.

Item	Unit
B34.19 Establishment and de-establishment for routine blading during the	

Defects liability period	Number (No)
---------------------------------------	--------------------

The unit of measurement shall be number, for each occasion it is requested to provide for a normal blading operation to be conducted as specified in Section B3408(a) during the defects liability period.

The tendered rate shall include full compensation for all costs to establish the required teams and de-establish, as well as for all maintenance support functions and office services, traffic control, staff accommodation, moving of camps and plant between roads complete.

Item	Unit
B34.20 Routine blading of all the roads during the defects liability period ...	kilometre (km)

The unit of measurement shall be the kilometre of full width of gravel road bladed, inclusive of the formation and shaping of all the side and mitre drains within the road reserve, measured along the centre line of the road.

The tendered rate shall include full compensation for undertaking the wet or dry blading operation as specified in Section B3408(a) for all of the roads re-gravelled during the contract, at various frequencies during the defects liability period.

SECTION 5100	PITCHING, STONEMASONRY AND PROTECTION AGAINST EROSION
---------------------	--

B5101 SCOPE

Amend the first the first paragraph to read:

“This Section covers the furnishing of materials and the construction as well as maintenance activities of a protective covering in stone pitching, cast in situ concrete pitching, bricks or prefabricated concrete blocks on exposed surfaces such as earth slopes, drains and stream beds, as well as heavier protective layers in the form of riprap and the construction of stone masonry for walls, as well as shown on the drawings or as ordered by the Client.

The Routine Road Maintenance Procedures Manual (RRMPM) of the Department of Roads and Public Works of the Eastern Cape describes the causes and type of defects, as well as providing a guide on how to conduct the works as indicated below.”

B5108 MEASUREMENT AND PAYMENT:

Add the following new item:

Item	Unit
B51.08 Demolition of stone pitching and masonry walls	
(a) Stone pitching	cubic metre (m ³)
(b) Stone masonry walls	cubic metre (m ³)

The unit of measurement shall be the cubic metre of stone pitching or masonry wall demolished.

The tendered rate shall include full compensation for all labour, plant and equipment required to demolish the existing structure and disposal of the demolition to an approved spoil site within a free-haul distance of 1km. For partial demolition, it shall also include for squaring out the exposed surface and preparing the existing surface for repair or to tie into new construction work.”

SECTION 5200	GABIONS
---------------------	----------------

B5201 SCOPE

Add the following sentence to the first paragraph:

“This section will also cover all activities required to maintain and repair existing gabion structures. The Routine Road Maintenance Procedures Manual (RRMPM) of the Department of Roads and Public Works of the Eastern Cape describes the causes and type of defects, as well as providing a guide on how to conduct the works as indicated below.”

B5205 MEASUREMENT AND PAYMENT:

Add the following new item:

Item	Unit
B52.05 Dismantle and remove gabion structures	(m³)

The unit of measurement shall be the cubic metre of gabion structure dismantled / demolished and removed to spoil.

The tendered rate shall include full compensation for all labour, plant and equipment, as well as all incidentals required to demolish the existing structure and disposal of the demolition to an approved spoil site within a free-haul distance of 1km.”

SECTION 5600: ROAD SIGNS

B5601 SCOPE

Replace the contents of this clause with the following:

“This Section covers the erection and maintenance of permanent road signs alongside and over the carriageway, ramps and cross roads at intersections and interchanges and at the locations indicated or directed by the Client. It also covers the cleaning of existing permanent road signs which faces appear dirty, faded or non-reflective as well as on the removal of illegal signs.

The Routine Road Maintenance Procedures Manual (RRMPM) of the Department of Roads and Public Works of the Eastern Cape describes the causes and type of defects, as well as providing a guide on how to conduct the works as indicated below.”

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road sign boards

Add the following:

“The Contractor shall ensure that the signs and supports supplied by the manufacturers are correct in all respects.”

(f) Road sign supports

Add the following:

“All the ground-mounted signs shall be supported on creosote timber pole supports.”

Add the following new sub clauses:

(h) Chromadek sections

“Chromadek sections shall be assembled in accordance with the details of the standard plans.

Where joints are approved by the Client, they shall be constructed in accordance with the details shown on the standard plans and shall be covered on the rear face after assembly with a 20mm wide PVC corrosion protection tape. The PVC tape shall be covered by a 60mm wide self-adhesive aluminium backed strip such as “Bostik Dit-Sit” or approved equivalent, all as indicated on the standard plans.

Retro-reflective material shall be applied to the section as specified for Aluminium Sections in Clause 5603(d) of the Standard Specifications, with the following additional requirement:

Where the letters or legends cross the horizontal joints of the sign panels the lettering or legend shall be cut along the joint and trimmed just short of the 3mm radius bend on the section.

(i) Fastening details

All fastening details to join the sign sections, to edge the assembled sign panel and to fasten the completed panel on to the timber supports shall be constructed in accordance with the details shown on the standard plans.”

(j) Date of erection and sign identity number

The manufacturer's name, month and year of erection of the sign shall be placed in the bottom left-hand corner when facing the back of the sign. An eleven (11) digit identity number supplied by the Client shall also be placed on the back of the sign above the date of erection. All lettering shall be 50mm high and shall be manufactured from 7 year cast enamel scotchcal or equivalent. All lettering will be located such that it is visible from the shoulder of the road. No reflective paint or reflective material will be permitted on the back of sign faces.

Single signs such as R and W series signs shall only have the manufacturer's name, date and month placed on the back.

B5604 ROAD SIGN FACES AND PAINTING

Add the following new sub clauses

(e) Application of retro-reflective material

All sign faces shall be faced with retro-reflective material. Painted front sign faces shall not be used. Colours, symbols, legends and borders shall comply with the regulations of the applicable Road Traffic Act, the South African Road Traffic Signs Manual, SABS 1519-1990, and the details shown on the Plans.

Where applied to Chromadek Sections retro-reflective material shall be applied as specified for aluminium sections in Clause 5603(d) of the Standard Specification, and of Clause B5603 (h) of this Project Specification.

(f) Silk-screening

Silk-screening or inking over retro-reflective materials shall not be acceptable.

B5605 STORAGE AND HANDLING

Add the following:

"The following shall not be allowed on the sign face:

- (a) Drilling of holes
- (b) Application of any form of adhesive
- (c) Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material, and
- (d) Covering the sign face with an impermeable material that does not allow free circulation of air.

B5606 ERECTING ROAD SIGNS

(a) Position

Add the following:

"All signs are to be placed, where practically possible, at the "preferred" location as indicated in the table on drawing ECS/56/1/C1. Variations will only be allowed if the topography does not allow the sign to be placed in the preferred position."

(d) Field Welding

Replace the contents of this clause with the following:

"No welding shall be allowed during the erection of any road signs."

(e) Time of Erection

Replace the contents of this clause with the following:

“Road signs shall be erected during and without disrupting the normal free flow of traffic.”

Add the following new sub clause:

(h) Fixing of signs to poles

All sign faces will be affixed to the pole by means of clamps as indicated on drawing ECS/56/1/C7. An additional mild steel clamp (“ready-bar”) will also be installed, together with one galvanised steel bolt fixed through the pole, as indicated on drawing CS/G/6/5.

W401 and W402 signs will only be affixed by means of two galvanised steel bolts through the face of the sign and pole.

B5609 MEASUREMENT AND PAYMENT

Item	Unit
B56.01 Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:	

(c)Pre-painted galvanised steel plate (1.2mm Chromadek or approved equivalent)

Replace sub-items (i) to (iii) with the following:

“(i) Sign type and size to be specified separately number (No)”

Replace the first paragraph after item (e)ii with the following:

“The unit of payment will be the number of completed sign boards.”

SECTION 5900:	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS
----------------------	---

B5904 MEASUREMENT AND PAYMENT

Delete item 59.01 and replace with the following new item:

Item	Unit
“B59.01 Finishing the road and road reserve	hectare (ha)

The unit of measurement shall be the hectare of road and/or road reserve completed as per the instruction of the Client.

The tendered rate shall include full compensation for clearing, trimming with a motor grader to the required slope, disposing of material, tidying and all other work to be done for finishing off the road and road reserve. Separate items have been scheduled for the following categories.

The finishing of the road reserve shall be measured in the following five categories:

- 1) Where the existing cross fall of the road reserve to be trimmed has a negative slope or is between 0 degrees and 15 degrees to the horizontal
- 2) Where the existing cross fall of the road reserve to be trimmed is between 15 degrees and 30 degrees to the horizontal
- 3) Where the existing cross fall of the road reserve to be trimmed is between 30 degrees and 45 degrees to the horizontal
- 4) Where the existing cross fall of the road reserve to be trimmed is between 45 degrees and 60 degrees to the horizontal
- 5) Where the existing cross fall of the road reserve to be trimmed is between 60 degrees and 75 degrees to the horizontal

Where the existing road side slopes are of such a nature that they cannot be trimmed and finished by using a motor grader, this operation will be conducted under Section 3300”.

SECTION 9300	ENVIRONMENTAL MANAGEMENT PLAN IMPLEMENTATION
---------------------	---

CONTENTS

B9301	SCOPE
B9302	INTERPRETATIONS
B9303	OBJECTIVES OF THE ENVIRONMENTAL MANAGEMENT PLAN
B9304	RESPONSIBILITIES OF THE CONTRACTOR
B9305	RESPONSIBILITIES OF THE ENVIRONMENTAL CONTROLLER
B9306	METHOD STATEMENTS
B9307	EXTERNAL AUDITING AND EVALUATION
B9308	ENVIRONMENTAL MANAGEMENT DURING DECOMMISSIONING
B9309	MEASUREMENT AND PAYMENT
B9310	MITIGATORY MEASURES REQUIRED BY THE DEPARTMENT OF ECONOMIC AFFAIRS, ENVIRONMENT AND TOURISM

B9301 SCOPE

This specification covers the requirements for the effective implementation of an Environmental Management Plan. The purpose of the Environmental Management Plan is to translate environmental policy into practise by putting in place workable systems, structures and tools to achieve integrated and consistent environmental management of all environmental initiatives.

B9302 INTERPRETATIONS**B9302.1 Supporting Documents**

Where this specification is required for a project, the following documents shall inter-alia be read in conjunction with this specification:

- (a) Statutory requirements of the Environment Conservation Act (Act No 73 of 1989) - ECA
- (b) Statutory requirements of the National Environmental Management Act (Act No 107 of 1998) – NEMA
- (c) Statutory requirements of the Mineral and Petroleum Resources Development Act (MPRDA), Act 28 of 2002.

Note 1: In the Eastern Cape Province, the ECA and NEMA fall under the authority of the Department of Economic Development and Environment Affairs (DEDEA), whilst the MPRDA falls under the authority of the Department of Minerals and Energy (DME).

Note 2: Environmental Management Plans (EMP's) relating to road maintenance programmes need to be authorised by the DME in accordance with the requirements of the MPRDA.

B9302.2 Applications

The provision of this specification shall apply in respect of all Contractors, Subcontractors or any of their site personnel, workforce or suppliers, who are engaged in the execution of the works.

B9303 OBJECTIVES OF THE ENVIRONMENTAL MANAGEMENT PLAN

The Environmental Management Plan, which is in accordance with Environmental Policy of the Province of the Eastern Cape, Department of Roads & Transport is intended primarily as a management tool for the Department, the Consulting Clients, the Contractor and his Subcontractors.

The Environmental Management plan outlines structures and procedures to be implemented by the Contractor and his Subcontractors to minimise and manage potential negative environmental impacts which the Contractor's construction activities might have on the receiving environment.

B9304 RESPONSIBILITIES OF THE CONTRACTOR

The Client shall on commencement of the Project appoint an Environmental Control Officer (ECO) who, in addition to his normal duties, shall have direct responsibility for the implementation and monitoring of the Environmental Management Plan.

The ECO shall liaise with the Client and the Contractor, in order to ensure effective implementation of the Environmental Management Plan. The co-operation of the Contractor will be crucial and the ECO shall delegate responsibility for the Environmental Management Plan, through the Client to the Contractor.

The Contractor shall be required to submit a detailed Method Statement, outlining how is construction activities will comply with the prescribed procedures of the Environmental Management Plan, to the Environmental Controller for approval.

Specific responsibilities of the Contractor include:

- (i) Identifying procedures applicable to the activities he controls.
- (ii) Compiling Method Statements to meet the procedures and targets.
- (iii) Submitting Method Statements to the Environmental Controller for approval.
- (iv) Devising a system for monitoring compliance with Method Statements and procedures.
- (v) Identifying environmental training needs and implementing the environmental awareness training program commissioned by the Environmental Controller.
- (vi) Implementing corrective and preventative actions recommended by the Environmental Controller.
- (vii) Review of Environmental Management Plan implementation and effectiveness at weekly site meetings (with the Environmental Controller).
- (viii) Ensuring weekly audits of the Environmental Management Plan.

Should the Client be of the opinion that the Environmental Management Plan and the conditions of the Method Statement are not being adhered to and the appropriate corrective action is not being implemented, the Client, advised by the Environmental Controller, shall be at liberty to instruct to the Contractor to cease the related operations until the Contractor complies with the relevant requirements. The Contractor shall not be entitled to any extension of time for such stoppages.

B9305 RESPONSIBILITIES OF THE ENVIRONMENTAL CONTROLLER

The Environmental Controller will be responsible for the practical implementation and monitoring of the Environmental Management Plan and he shall report directly to the Client in this regard. The Environmental Controller shall on a daily basis inspect and monitor operations on and off site and shall take the necessary action where required to ensure compliance with the requirements of the Environmental Management Plan. The Environmental Controller shall attend all regular site Works meetings for reporting, discussing and reviewing the performance of the Environmental Management Plan (which shall be a standard item on the agenda) and, in addition, shall meet with the Contractor on a weekly basis for the same purpose.

B9306 METHOD STATEMENTS

The Contractor shall be required to submit Method Statements to the Environmental Controller outlining proposed construction activities, phasing and procedures and methods to comply with the targets stipulated in the Environmental Management Plan. Method Statements shall, where applicable, include Site Establishment Drawings with sufficient detail to assess the potential impact of the site facilities or to assess the degree of safeguarding provided against pollution.

Method Statements shall indicate how the procedures will be applied in order to meet the relevant targets and are central to the proper implementation of the environmental Management Plan. It is anticipated that in addition to assessing the systems and performance of the Environmental Management Plan, the external audit will scrutinise the formulation of, and adherence to "Method Statements" in some detail.

Method Statements must be submitted at least 10 days prior to the proposed commencement of related activities and must be approved by the Environmental Controller, in consultation with the Client. The Environmental Controller shall keep copies of these Method Statements and letters of approval (including conditions attached) in a Method Statement file.

Any deviations from the approved Method Statements must be submitted to the Environmental Controller for approval and any amendments submitted to the Client.

B9307 EXTERNAL AUDITING AND EVALUATION

In order to ensure that the Environmental Management Plan is effectively implemented, it is important that regular external audits of the Environmental Management Plan are conducted. The Client shall arrange that these external audits do take place and that a system for addressing any problems identified during these audits, is formulated. The relevant documentation shall be kept and shall be available to the public.

B9308 ENVIRONMENTAL MANAGEMENT DURING DECOMMISSIONING

Environmental Management associated with the decommissioning of this project will ensure that the following items are addressed at closure and during the defects liability period:

- (a) All cleared sites are rehabilitated with indigenous grass material
- (b) All visible alien plants are removed from disturbed sites.
- (c) All recyclable rubble and waste, for example, scrap metal, bottles, cans and plastics are collected and disposed of through a registered recycling company.
- (d) All non-recyclable rubble and solid waste be collected and disposed of at a registered waste disposal facility.
- (e) Rehabilitate all borrow pits on completion.

B9309 MEASUREMENT AND PAYMENT

The Contractor shall not be separately reimbursed or compensated in respect of his compliance with the provisions of this Section B9300 of the Scope of Works. All costs so incurred shall, save and except to the extent provided for in the Bill of Quantities under SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS, be deemed to be included in the rates tendered for the various items of work listed in the Bill of Quantities.

The financial guarantee for the rehabilitation of land disturbed by quarrying as per the approved EMP will be returned upon the granting of a Closure Certificate by the DME. This Closure Certificate will comply with the terms of the MPRDA.

B9310 MITIGATORY MEASURES REQUIRED BY THE DEPARTMENT OF MINERALS AND ENERGY

Mitigatory Measures

The mitigatory measures in the EMP are to manage potential environmental impacts arising due to the construction activities as well as the activities of the construction staff. These mitigating measures are to be read in conjunction with the mitigating measures and recommendations contained in the approved EMP, including any additional recommendations contained in the Record of Decision (ROD) from the DME.

1. Responsibilities

(a) The Contractor (through the Site Client) will:

- (i) be held responsible for the implementation of these mitigatory measures,
- (ii) identify the need and be responsible for the implementation of an environmental awareness training programme for the construction staff,
- (iii) supply on request a "Method Statement," which will indicate the procedures to be applied in order to meet the requirements of any aspect of these mitigatory measures,
- (iv) ensure that any problems identified during environmental audits or inspections, are addressed and rectified as soon as reasonably possible.

2. Mitigatory Actions

- 2.1 Should it be necessary to store materials and equipment on site for short periods, only previously disturbed areas above the 20-year flood level should be used for this purpose.
- 2.2 Any construction camp set up should be clearly demarcated and secured against theft or vandalism and any toxic materials (cement, oil, petrol, diesel, etc) should be very strictly controlled and secured. Such a construction camp should be above the 50-year flood level and should be completely rehabilitated on completion of construction activities.
- 2.3 All damaged areas in the riparian zones resulting from construction operations, should be rehabilitated to prevent erosion and undermining of the riverbank.
- 2.4 All "surplus" soil and rock excavated during construction should be removed from the water course.
- 2.5 No concrete shall be mixed on the soil surface, all concrete mixers to be placed on trays, and precautions to be taken against contamination of the soil through spillage of pre-mixed concrete.
- 2.6 Precautions are to be taken against oil spillage from heavy equipment such as compressors and generators, eg through the use of sand or sawdust filled drip trays. All contaminated material (including soil) to be disposed of at a registered waste site.

- 2.7 Adequate toilet facilities (eg chemical toilet) shall be provided for workers on site, and all ablutions are to take place in these facilities.
- 2.8 Scavenger-proof litter containers shall be provided on site and strict control over littering enforced.
- 2.9 All waste material, including excess construction material, litter and sewerage, shall be regularly removed from site and disposed of at a registered waste facility.
- 2.10 Strict precautions shall be taken when making open fires.
- 2.11 No wild animals shall be disturbed unnecessarily in any way.
- 3. These mitigating measures are to be read in conjunction with the mitigating measures and recommendations contained in the approved EMP, including any additional recommendations contained in the Record of Decision (ROD) from the DME.

SECTION 9400 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS
--

LIST OF ABBREVIATIONS

MNQ	Mhlontlo Local Municipality
CR	Construction Regulations
GAR	General Administration Regulations
GSR	General Safety Regulations
HCSR	Hazardous Chemical Regulations
OHSA	Occupational Health and Safety Act 85 of 1993
OHSS	Occupational Health and Safety Specification
SABS	South African Bureau of Standards

B9401 INTRODUCTION

B9401.1. Purpose of the Occupational Health and Safety Specification

The OHSS is a performance specification to ensure that the Client (MNQ) and any bodies that enter into formal agreements with the Client viz. Agents, Consultants, Principal Contractors and Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the OHSS such as hazard identification and risk assessment action plan or any other form of communication from the Client shall be construed as an acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the Client which may result from the Principal Contractor failing to comply with the OHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

B9401.2. Implementation of the Occupational Health and Safety Specification

This OHSS forms an integral part of the Contract, and Principal Contractors are required to make it an integral part of their Contracts with Contractors and Suppliers.

This specification must be read in conjunction with the OHS Act No 85 of 1993 (as amended) (The Act), and the Regulations thereto as amended from time to time.

The OHS Act Agreement in Section C1 of the Tender Document (Contract Forms) must be fully completed by the Contractor. These documents shall be deemed to form part of the Contract Documents.

No work is to be commenced without written approval of the H&S plan. Failure to comply with this requirement will result in a fine or stoppage of work, with no extension of time or allowable claims.

B9402 STANDARD OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

B9402.1 Scope

This OHSS covers the requirements for eliminating and mitigating incidents and injuries in all Client controlled projects.

The scope also addresses legal compliance, hazard identification and risk control, promoting a health and safety culture amongst those working on MNQ projects and those affected by the activities taking place in and around them.

B9402.2 Interpretations

B9402.2.1 Application

The OHSS contains clauses that are generally applicable to building / construction and that impose pro-active controls associated with activities that impact on human health and safety as they relate to plant and machinery.

Compliance to the requirements of the OHSA, Construction Regulations and General Safety Regulations is in addition to the requirements of the OHSS and is part of the Principal Contractor's responsibility. The Client will through the Agents, as appointed, monitor that the Principal Contractor complies with the requirements of the OHSA and will not prescribe to the Principal Contractor how such compliance is achieved.

B9402.2.2 Definitions

The definitions used will be those set out in the Regulation Gazette No 7721 of 18 July 2003 with the following additions:

The Department of Roads & Transport of the Province of the Eastern Cape.

The Superintendent General, Department of Roads & Public Works of the Province of the Eastern Cape.

Means a competent person appointed by the Client to design, supervise and monitor construction on their behalf.

Source of exposure to danger

Hazard Identification and Risk Assessment and Risk Control: Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Health and Safety Management Plan: Means a documented plan which addresses the hazards identified and includes safe working procedures to mitigate, reduce or control the hazards identified.

Induction Training: Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.

Risk: Means the probability or likelihood that a hazard can result in injury or damage.

Regulation(s): Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993).

Site: Means the area in the possession of the Principal Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas and haul roads which are reasonably required for the activities for the Principal Contractor, and approved for such use by the Client.

The Act: Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated thereunder.

B9403 REQUIREMENTS AT TENDER STAGE

Contractors are reminded that the document that is submitted needs to be complete and as close as possible to the final product due to the time factor.

The Principal Contractor shall make available the following with his completed Tender:

- (a) A Preliminary Health and Safety Plan as described in Regulation 5 of the Construction Regulations. The Health and Safety Plan must be based on the Construction Regulations July 2003 and this specification and will be subject to approval by the Client appointed Health and Safety Agent. This will include a Hazard Identification and Risk Assessment Analysis appropriate to the project. Material Safety Data Sheets (MSDSs) and chemical risks must be included in the HIRA
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003.
- (c) A valid Letter of Good Standing
- (d) At least one copy of minutes of previous Occupational Health and Safety Committee meetings and of Incident Investigation Reports for other projects, of similar nature undertaken by the Tenderer.
- (e) Claims ratio receipt from FEM or the Compensation Commissioner

Failure to submit the foregoing with his Tender may lead to the conclusion that the Principal Contractor is not be able to carry out the work under the contract safely in accordance with the Construction Regulations and may result in the Tender being disqualified.

B9404 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

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

The notification must be done in the form of the pro forma given in Annexure A to the Construction Regulations.

A copy of the notification form must be kept on site, available for inspection by inspectors, Client, Client, employees and persons on site. Proof of submission must also be provided.

Work will not commence without the Notification being correctly completed and signed by the Client.

B9405 GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

B9405.1 Background

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety Specification for each of its projects and the Principal Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Principal Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

B9405.2 Framework for an Occupational Health and Safety Plan

B9405.2.1 Introduction

The Principal Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely.

This OHS plan shall, at least, answer the requirements of the OHS specification outlined above.

The Principal Contractor is required to submit at, or before, the site handover meeting, the following documentation for perusal and verification by the Client:

- Management Structure including an organogram
- Letter of good standing issued by the Compensation Commissioner or licensed compensation insurer.
- Proof of induction and other training of employees
- Example: copies of minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports for other projects undertaken by him.

B9405.2.2 Contents of an Occupational Health and Safety Plan

The Occupational Health and Safety Plan shall include the following:

- A Occupational Health and Safety Management Programme
- A Statement Regarding the Communication and Management of the Work
- The format should follow the headings below.

B9406 APPOINTMENT OF HEALTH AND SAFETY (H&S) PERSONNEL

B9406.1 Construction Supervisor

In terms of Regulation 16 of the Act, the Chief Executive Officer of the Principal Contractor may delegate, in writing, part or all of his powers to a suitable person on the site.

The Principal Contractor shall appoint a full-time **Construction Supervisor**, in writing, in terms of Regulation 6.1 of the Regulations with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

B9406.2 Construction Health and Safety Officer

In terms of Regulation 6 (6) of the Regulations the Principal Contractor shall appoint in writing a full-time **Construction Health and Safety Officer**.

Should the Principal Contractor wish to motivate for the appointment of a part time Construction Health and Safety Officer, the client must give his agreement in writing. This will normally only given in exceptional cases.

The Construction Health and Safety Officer shall have the necessary competence and resources to perform his duties diligently. He must have adequate transportation and proper communication with the Site Agent. This must include, at least, certificates proving attendance at relevant training courses, particularly in regard to the OHS and its regulations, risk assessment and incident investigation, SAMTRAC if possible, with a

minimum of two years exposure to Civil Engineering Construction. A formal qualification in the field would be preferred.

Failure to provide such a person will be regarded as a severe non-conformance and may lead to the Principle Contractor being unable to commence work.

Provision will be made in the schedule of quantities to cover the cost of a dedicated construction Health and Safety officer appointed after award of the contract.

A CV, and training records, of the proposed Construction Health and Safety Officer must be submitted at the Contract Handover Meeting.

The Construction Health and Safety Officer shall not be the same person as the Traffic Safety Officer unless with the written permission of the Client.

B9406.3 Health and safety representatives

In terms of **Regulations 17 and 18 of the Act (OHSA 1993)** the Principal Contractor shall appoint, in writing, a **health and safety representative** whenever he has more than 20 employees in his employ on the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace and at least half must be elected according to the wishes of the workforce.

Representatives from local labour can be appointed to represent such labour for the duration of the contract. The functions of the H&S Representatives are as outlined in the OH&S Act.

B9406.4 Health and safety committee

In terms of **Regulations 17, 18 and 19 of the Act (OHSA 1993)** the Principal Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Principal Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at monthly intervals, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Principal Contractor's representative and any Department of Labour inspector, and to make recommendations regarding health and safety to the Principal Contractor and to keep record of meetings, recommendations and reports made by the committee.

B9406.5 Competent persons

In accordance with the Construction Regulations the Principal Contractor shall appoint, in writing, **competent persons** responsible for supervising construction work for the following work situations that may be expected on the site of the works, as applicable to the project. A CV of the person/s concerned should form part of the Health and Safety File:

- (a) Risk assessment (Regulation 7);
- (b) Fall protection (Regulation 8);
- (c) Structures (Regulation 9);
- (d) Formwork and support work (Regulation 10);
- (e) Excavation work (Regulation 11);
- (f) Demolition work (Regulation 12);
- (g) Tunnelling (Regulation 13);
- (h) Scaffolding work (Regulation 14);
- (i) Suspended platform operations (Regulation 15);

- (j) Boatswain chairs (Regulation 16);
- (k) Material Hoists (Regulation 17);
- (l) Batch plant operations (Regulation 18);
- (m) Explosive powered tools (Regulation 19)
- (n) Cranes (Regulation 20);
- (o) Construction vehicle and mobile plant (Regulation 21(1));
- (p) Electrical installation and machinery on construction site (Regulation 22);
- (q) Use of temporary storage of flammable liquids on construction site (Regulation 23);
- (r) Water environments (Regulation 24);
- (s) Housekeeping on construction sites (Regulation 25)
- (t) Stacking and storage on construction sites (Regulation 26);
- (u) Fire precautions on construction sites (Regulation 27); and
- (v) Construction welfare facilities
- (w) Incident Investigator
- (x) Construction Supervisor and Assistants (Regulation 6)
- (y) Construction Health and Safety Officer (Regulation 6) and Traffic Safety Officer

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Principal Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

B9407 PROJECT / SITE SPECIFIC REQUIREMENTS

A description of the works to be constructed can be found in the Project Specifications, Part A, in the Tender Document.

A list of activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor is given in Annexure D. This list is not to be considered as inclusive and other items must be added as required

In addition, the following health risks should be taken into account. It may become necessary to include others according to the requirements of the project.

Health risks:

- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Working at heights
- Working over water
- Protection against dehydration and heat exhaustion
- Exposure to dust resulting in pneumoconiosis and potential silicosis
- Unprotected exposure to wet and cold conditions
- Exposure to hazardous substances, including the use of radioactive materials in testing equipment, and chemicals used on site.
- HIV / Aids

Noise Risks:

The Principal Contractor or Contractor or owner of the construction plant shall take noise level readings for each type of construction plant to be used on the project and establish a noise zone for each type in terms of Regulation 9 of the Noise-Induced Hearing Loss Regulations where required in terms of the Regulations, suitable hearing protective equipment shall be issued and worn. Where several items of construction plant are in operation at or near to each other, the noise zone for the combined plant should be established and suitable hearing protective equipment used within this zone.

Based on the results of this monitoring, the contractor may have to make budgetary provision for the medical screening of all employees working in an area where the OEL is exceeded.

Construction traffic:

The Principal Contractor must state at what maximum speed traffic, especially haulers, shall be allowed to travel at on site and on haul roads. This limit must be strictly adhered to by all construction traffic. Unreasonable limits may be revised by the Client or OHS agent.

On EPWP projects additional care must be taken where workers and construction traffic interface. This should be in the form of flagmen to direct trucks and adequate signage.

Emergency Procedures:

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. 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 emergencies occurring on site;
- 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, major incidents/accidents, etc. The Principal Contractor shall advise the Client, Agent, Client and all relevant authorities forthwith, of any emergencies, together with a record of action taken. This shall be confirmed in writing as soon as possible after the incident. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel. These procedures shall form part of the Health and Safety Plan.

First Aid Boxes and First Aid Equipment:

The Principal Contractor and all Contractors shall appoint in writing First Aider(s). If not already accredited, the appointed First Aider(s) are to be sent for accredited first aid training. Unless agreed with the Client, at least one first aider shall be certified as Level 3. 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 containing, at least the requirements of the Annexure to Regulation 3 of the General Safety Regulations. All Principal Contractors with more than 5 employees shall supply their own first aid box. There must be a trained and certified First Aider (at least Level 1) with each work team on site at all times.

It is suggested that all supervisors carry a first aid kit in their vehicles at all times.

Personal Protective Equipment (PPE) and Clothing:

The Principal Contractor shall ensure that all workers, temporary or permanent, are issued with and shall wear hard hats, protective footwear, reflective bibs or vests and overalls as well as any other necessary PPE as set

out in Regulation 2.3 of the General Safety Regulations. Principal Contractors are must provide reflective vests for all their staff. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. This shall include necessary safety gear for visitors. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- Issued
- Lost or stolen;
- Worn out or damaged.
- Issued to temporary labour or staff.

The above procedure applies to Principal Contractors and their Contractors, as they are all Employers in their own right. Any person found on site without the necessary PPE, especially reflective jackets or bibs, will be removed from site until the PPE is supplied and worn.

In order to facilitate the payment for PPE as defined in Regulation 13.03 the Contractor must set out his system for the procurement of PPE.

PPE must also be issued to the Consultant's staff, as set out in the Specifications or as requested by the Client.

Medical Certificates and Medical Surveillance.

Intake and exit medical certificates provided by a registered Health and Safety Practitioner must be obtained for all persons involved in:

Exposure to Hazardous chemicals (HCSR Reg 7)

Working at Heights (CR Reg 8 (2)

Noise (noise induced hearing loss regulations)

Operation of Construction Vehicles (CR Reg 21 (d)

"Listed" activities in terms of Regulation12(c) of the Act.

Environmental monitoring results and risk assessments are to be made available to the occupational health professionals doing the medical surveillance, as well as job specifications per job category.

Workers need to be screened annually. Where new workers are employed, surveillance is required prior to commencing, annually if necessary and prior to exit. Permanent employees must be on an annual programme.

In the case of permanent employees of the Principal, Contractor or sub-contractor no payment will be made for these certificates as they are deemed to be already issued. In the case of temporary employees, payment will be made in terms of the payment item.

Exposure to hazardous materials

The Principal Contractor shall, in his Health and Safety Plan, state what methods will be used to determine the exposure of workers to any hazardous materials used on site. Particular attention must be given to those who are exposed for long periods of time. This is particularly important in the cases of workers exposed to bituminous materials. Regular medical surveillance must form part of the Principle Contractor's Health and Safety Plan.

Occupational Health and Safety Signage

The Principal Contractor shall provide adequate on-site OHS signage. This should include but is not limited to: 'no unauthorised entry', 'report to site office', 'site office', 'beware of overhead work', 'hard hat area' in the appropriate positions. 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. These signs shall be in accordance with the requirements of the General Safety Regulations as amended. All excavations shall be suitably guarded.

Signs shall be posted at all entrances to the site indicating that a construction site is being entered and that persons should take note of safety requirements.

Induction of employees and visitors

In terms of Regulation 7(7); (8) and (9) inductions must be carried out for employees and visitors to the site. The Contractor's Health and Safety Plan must set out how this will be done as well as how the entrance of visitors to the site will be regulated. The type of proof of induction contemplated in Regulation 7 (9) shall also be stated.

Accommodation of Traffic

Attention is drawn to the provisions of Section 1500 of the COLTO specifications and the amendments to the Regulation as given in the Contract Data and Scope of Work. It must be noted that fines are specified for non-compliances.

Use of Support Work (scaffolding and other temporary works)

This should be read in conjunction with Regulation 6200 of the COLTO specifications.

Where support work and any other temporary works as contemplated in Regulation 10 of the Regulations are required, these must be properly designed and signed off by a competent person.

In these instances a competent person is defined as a Professional Client (registered with ECSA) who has sufficient experience in the design of the type of temporary work in question to be able to assess the design,

Checks in the field as required by Regulation 10 shall be carried out by an experienced, competent person.

Use of Radioactive Equipment

The use of radioactive equipment for the measuring of compaction parameters shall conform to the requirements of the "Code of Practice for the safe use of soil moisture and density gauges containing radioactive sources" as published by the Department of Health: Directorate: Radiation Control Soil revised September 2001.

Transportation of workers on site.

Workers shall be transported to, from and on site according to both the provisions of Regulation 21 of the CR as well as the Road Traffic Act. Over and above this, Vehicles used shall be covered and no equipment or materials shall be transported in the same vehicle at the same time as workers. No additional payment will be made for this.

Use of Crushers

Where a crusher is established on site, and where quarries are worked, this facet of the project falls within the requirements of the Mines Health and Safety Act (Act No 29 Of 1996) the regulations in respect of Health and Safety in this Act will apply as well as appropriate Regulations of the Construction Regulations. The District Mining Client as well as the OHS auditor will carry out audits on this aspect of the project.

Blasting

All blasting must be done according to the provisions of the Explosives Act 15 of 2003 and the regulations to the Occupational Health and Safety Act. Method statements and risk analyses will be required before blasting will be permitted.

B9408 HEALTH AND SAFETY FILE

The Principal Contractor shall in terms of Construction Regulation 5(7) maintain a Health and Safety File on site at all times. The Health and Safety File is a file or other permanent record containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any person who may be affected by the construction work.

The Principal Contractor shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The Health and Safety file shall include at least the following information:

- All Documents as required by the Act and Regulations
 - Notification of construction work
 - Proof of registration with the Compensation Commissioner or FEMA
- All reports of inspections and audits
- All non-conformity reports
- A record of all working drawings, calculations and design where applicable
- Detailed list of Contractors with contact details
- List of all hazardous materials used and stored on site with Data Sheets and Materials Hazard Data sheets
- All Method Statements, Hazard Identification and Risk Assessments carried out for the project.
- All Health and Safety Plans for the project.
- All method statements
- Minutes of all relevant meetings
- Incident records, including investigations and results
- Record of all appointments under the Regulations
- Medical certificates of fitness.
- Record of Competencies
- Training Records

Annexure B is a list of the records to be kept on site. The inclusion of other, relevant documents is encouraged.

The Health & Safety File shall be handed over to the Agent on completion of the contract. It must contain all the documentation as set out above, or as instructed, as well as any handed to the Principal Contractor by any subcontractors.

B9409 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Principal Contractor shall have a risk assessment performed and recorded in writing by a competent person; this shall be based on a method statement drawn up specifically for the task in question. (Refer Regulation 7 of the Construction Regulations 2003).

Risk is a measure of the likelihood that the harm from a particular hazard will be realised, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or

mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce the risk, monitoring the effectiveness and performing regular reviews of the entire process. The Principal Contractor shall compile method statements to address or handle the following:

- Hazards particulars to the contract
- Identify what could go wrong and how
- Identify the likelihood of this happening
- Identify the persons at risk
- Identify the extent of possible harm
- Eliminating or reducing this risk
- A monitoring plan
- A review plan

Principal Contractors must ensure that all subcontractors conduct risk assessments for their scope of work as well.

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Client, Client, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Principal Contractor.

B9410 ARRANGEMENTS FOR MONITORING AND REVIEW

The Client, or his agent, will conduct a Monthly Audit to audit compliance with Construction Regulation 4 (1) (d) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan. Annexure C can be used as a format when conducting the audit.

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Principal Contractor must accompany the Client, or his agent, on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of his own audit/inspection results.

B9411 NONCONFORMITIES

Should, at any time, the works, or part of the works, be stopped in terms of Regulation 4 subsection (e) of the Regulations, neither the Principal Contractor nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute areas where penalties will be applied, including examples of types of non-conformances:

Minor: Fine: R50/count	Medium: Fine: R500/count and a non-conformance	Severe Fine: R5000/count, a non-conformance and/or activity stoppage
Hard hat /reflective jacket off. Non-use of PPE supplied	Fall protection harness not tied off / not worn.	Health and Safety Plan not approved.
	Toilets not supplied or regularly serviced.	Workers transported with plant
Minor misdemeanours not addressed from previous H&S audit	Documentation relative to contractors not audited and not approved prior to starting	Letters of Good standing expired
	No OHS report at site meeting; per month.	Any breach of legal requirements.

These examples are not inclusive but are only indications of the type of non-conformance which will attract penalties.

Failure to comply with provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the Client, shall be sufficient cause for the Client to apply penalties as follows:

- (i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the Occupational Health and Safety Specification and Plan.
- (ii) In addition a time-related penalty of R500.00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any non-conformance within the allowable time after an instruction to this effect has been given by the Client. The Client's instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

B9412 REPORTING

All accidents and incidents as defined in Regulation 8 of the General Administrative Regulations must be recorded on the form as set out in Annexure 1 to the Regulations and investigated in terms of Regulation 9.

Records must be retained as required by Regulation 9 of the GAR.

The Site Safety Officer must compile a safety report on a monthly basis, setting out all incidents and accidents and any other information relating to safety on the site. This is to be presented to the most convenient site meeting and a copy held on the Health and Safety file. A copy of this report must be sent to the Client's Health and Safety Agent as soon as possible.

B9413 MEASUREMENT AND PAYMENT

Item Unit

B94.01 Preparation of Contractor's site specific Health and Safety Plan.....Lump Sum

The rate for this item must cover all expenses incurred in preparing the Contractor's site specific Health and Safety Plan as required by the Client's Health and Safety Specification in this document

Item Unit

B94.02 Principal Contractor's initial obligations in respect of the OHS Act andLump Sum

Construction Regulations

The full amount will be paid in one instalment only once: -

- (a) The Principal Contractor has notified the Provincial Director of the Department of Labour in writing of the project, Annexure A to the Regulations.
- (b) The Principal Contractor has made the required initial Appointments of Employees and Contractors.
- (c) The Client has approved the Principal Contractor's Health and Safety Plan.
- (d) The Principal Contractor has set up his Health and Safety File.

Item Unit

B94.03 Principal Contractor's time related obligations in respect of the OHS ActMonth and Construction Regulations

The amount shall represent full compensation for that part of the Principal Contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time.

This will include the updating and administration of the Health and Safety file.

Item Unit

B94.04 Provision of Personal Protective Equipment (PPE)Sum

The rates for these items shall include for the procurement, delivery, storage, distribution and all other actions required for the supply of PPE to the employees of the Principle Contractor, full or part time, requiring them. Sub-Contractors are responsible for their on costs in this regard. Any items of PPE not included on the list will be paid for only after the Client as agreed to their acquisition.

Items listed will include, among others which may be noted, are: hard hats, reflective vests, reflective bibs, high visibility overalls, protective foot wear, fall arrestor harness and tethers, gloves, ear muffs, earplugs and dust masks of appropriate type. Normal items such as standard overalls, waterproof clothing, gum boots and standard workshop safety equipment such as welding masks and goggles will not be paid for. Payment will be based on the issues register for PPE as kept by the Construction Health and Safety Officer, backed up by paid invoices if requested.

Item Unit

B94.05 Provision of full time Construction Health and Safety OfficerMonth

The Tender sum shall include for the cost of a Construction Health and Safety Officer on a full time basis, his overheads, transport and all others items necessary for the proper carrying out of his duties, which include the induction and training of all persons on site. If a part time safety officer is appointed, by agreement with the Employer, then the amount Tender will be prorated according to the amount of time spent on the project.

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

B94.06	Costs of medical certificates and Medical Surveillance (see above)	Sum
---------------	---	------------

This item shall covers all costs in involved in the obtaining of entrance, annual and exit medical certification and conducting medical surveillance for operators of Construction vehicles and mobile plant as contemplated in Regulation 21(d) (ii) Workers at Heights, Regulation 8 (2) (b) of the Regulations and workers exposed to hazardous chemicals including bituminous fumes, Regulation 7 of the HSCR; for temporary workers and workers exposed to noises at or above the limits given in the Noise-induced Hearing Loss regulations, as stipulated above: workers in quarries as required by the Mines Health and Safety Act. Workers in the permanent employ of the Contractor will only be paid for if their certificates require updating

B94.06 a) Initial (baseline) medical examinations.

B94.06 b) Exit examinations

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

B94.07	Induction Training	Sum
---------------	---------------------------	------------

This item shall cover all costs incurred for the health and safety inductions as set out on Regulation 7 of the Construction regulations and the proof of induction required.

Payment will be made on the figures contained in the induction section of the Health and Safety File.

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

B94.08	Environmental Monitoring	Sum
---------------	---------------------------------	------------

Payment for this item shall cover all costs incurred in testing and monitoring the environment in respect of general health hazards including the presence of hazardous chemicals, dust, the presence of Silica, and noise as required by the Construction Regulations and the Mine Health and Safety Act.

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

B94.09	Establishment of noise zones and Audiograms	Sum
---------------	--	------------

- B94.09 a) Establishment of noise zones
b) Audiograms

a) This item shall cover all costs involved in the establishment of noise zones in terms of Regulation 9 of the Noise-induced Hearing Loss Regulations. Where a zone has previously been established for a particular item of plant within the last year, the test need not be repeated.

b) This item shall cover all costs involved in carrying out audiograms in compliance with Regulation 8 of the Noise-induced Hearing Loss Regulations. In the case of permanent staff payment will only be made when and if these need to be updated.

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

B94.10	Payment for Health and Safety Representatives at meetings	Sum
---------------	--	------------

The rate for this item shall cover the cost to the Contractor of the attendance of Health and Safety representatives at monthly meetings and shall compensate the Contractor for loss of productive time at these meetings

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

B94.11	Provision of First Aid Boxes	Sum
---------------	-------------------------------------	------------

The rate for this item shall cover all costs incurred in the provision and maintaining of first aid boxes as outlined in Paragraph 7 above.

Item	Unit
B94.12 Submission of the Health and Safety File	Lump Sum

Expenditure under this item shall be made in accordance with the general conditions of contract.

This amount will be paid only once the Principal Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion

Notwithstanding any statements in Section 1300 of the COLTO Specifications, should the Certificate of Practical Completion be issued after the Contractual Completion date no payment will be made under items 13.02 and 13.03 for the period between the Contractual Completion date and the date of issue of the Certificate of Practical Completion. This, however does not relieve the Principal Contractor of any of his legal responsibilities for Occupational Health and Safety in terms of the Act and Regulations.

ANNEXURE A**RECORDS TO BE KEPT ON SITE**

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(3)	Notification to Provincial Director – Annexure A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Consultant)
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health & Safety File opened and kept on site (including all documentation-required in respect of the OHSA & Regulations. Available on request	Principal Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required by the OHSA & Regulations.	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done. Included in Health & Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health & Safety File of the input by Construction Health and Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Principal Contractor
8.	7(2)	Risk Assessments, kept up to date and available on site for inspection	Principal Contractor
9.	7(9)	Proof of Health & Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)]	Principal Contractor
11.	9(2)(b)	Inform Principal Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Principal Contractor
13.	9(4)	Record of inspection of the structure [First 2 years – once every 6 months, thereafter yearly]	Owner of Structure
14.	9(5)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	10(1)(d)	Drawings pertaining to the design of formwork/support work structure. Kept on site, available on request	Principal Contractor
16.	11(3)(h)	Record of excavation inspection On site available on request	Principal Contractor
17.	15(11)	Suspended Platform inspection and performance test records. Kept on site available on request	Principal Contractor
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Principal Contractor
19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Principal Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs	Principal Contractor

		On site available for inspection	
21.	19(2)(g) (ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Principal Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Principal Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Principal Contractor
24		Copies of all appointments made in regard to safety supervisors and inspectors	Principal Contractor
25		Record of safety inspections on equipment using radioactive materials.	Principal Contractor

**ANNEXURE B
OCCUPATIONAL HEALTH AND SAFETY
AUDIT SYSTEM**

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

Subject	Requirements	Yes/No	COMMENTS
Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site		
Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees		
Registration with Compens. Insurer	Written proof of registration / Letter of good standing available on Site		
OH&S Specification & Plan	OH&S Specification received from Client OH&S plan developed Updated regularly		
Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained		
Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.		
Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor		
Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor		

<i>Subject</i>	<i>Requirements</i>	<i>Yes/No</i>	<i>COMMENTS</i>
Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.		
Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.		
Agreement with Mandataries (Subcontractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid		
Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site		
Structures	Information re. the structure being erected received from the Designer including:		

Subject	Requirements	Yes/No	COMMENTS
	- geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction -anticipated dangers / hazards / special Measures to construct safely - Risk Assessment carried out - Method statement drawn up - All above available on Site - Structures inspected before each shift. Inspections register kept		
Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, Use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept		

Subject	Requirements	Yes/No	COMMENTS
Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept		
Suspended Scaffolding	Competent persons appointed in writing to: - erect Susp. Scaffolding (Scaffold Erector/s) - act as Susp. Scaffold Team Leaders - inspect Susp. Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered professional Client available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person - after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Susp. Scaffold medically examined for physical & psychological fitness. Written proof available		

Subject	Requirements	Yes/No	COMMENTS
Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used		
Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept		
Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.		

Subject	Requirements	Yes/No	COMMENTS
Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use		
Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept		
Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - 3 monthly Risk Assessment carried out		
Inspection & Maintenance of	Competent person appointed in writing to inspect/test the installation and equipment.		

Subject	Requirements	Yes/No	COMMENTS
Electrical Installation & Equipment (including portable electrical tools)	Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/Storeman. Register kept.		
Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site		
Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually		
First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act.		

<i>Subject</i>	Requirements	<i>Yes/No</i>	<i>COMMENTS</i>
	One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries		
Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE		
*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept		
*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site		
Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's		

Subject	Requirements	Yes/No	COMMENTS
	Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair		
Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept		
Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly thereafter. Inspections register kept		
Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept.		
OTHER	Any items which are not covered in the audit but require attention by the PC (e.g. updated method statements, safe work procedures etc.).		

ANNEXURE C**HAZARDOUS TASK IDENTIFICATION**

(The list given is not inclusive and other hazardous tasks may be identified as the construction progresses)

MAIN TASK	SUB TASK
ACCOMMODATION OF TRAFFIC	Manning of stop/go signs
	Dust
	Traffic speed
	Provision of safety equipment
	Working next to traffic
	Erection of signage
BLASTING	
	Drilling
	Preparation of Blast area
	Blasting
CONCRETE WORK	Erection and operation of batching plant
	Operation of small mixers
	Placing concrete with ready mix trucks/dumpers
	Placing concrete manually

	Finishing of concrete surfaces
	Operations in precast yard
DEMOLITION	Using hand breakers
	Using Explosives
	Using manual labour
	Removal of spoil
EARTHMOVING AND LAYERWORKS	Use of earthmoving plant, e.g. bulldozers, graders and excavators
	Use of rollers
	Use of tip trucks and other transportation
EXCAVATING	By manual labour
	By excavating equipment e.g. TLB
	Operations inside excavations
	Drilling
	Piling
	In narrow trench
	Work in Quarries
	Work in Borrow pits
ELEVATED WORKING	Erection of scaffolding
	Removal of scaffolding
	Erection of support work

	Removal of support work
	Ladders
	Working on platforms
	Risk of falling
	Working on scaffolding
	Working under overhead structures
	Use of cranes
	Use of lifting equipment
	Use of slings, chains and winches
ELECTRICAL	Installation of electrical services
	Temporary installations
	Dealing with services provided by others
	Working near power lines
FIRE	Use and placement of fire extinguishers
	Fire fighting
SHUTTERING AND FORMWORK	Off-loading and handling
	Storage
	Erection and removal
MISCELLANEOUS	Site Establishment
	Housekeeping

	General storage
	Movement of equipment
	Use of personal transport
SURFACING	Asphalt batch plant
	Use, storage and handling of bituminous products
	Distributors
	Spraying by hand
	Use of paving machines
	Use of rollers
	Use of heating apparatus
CULVERTS AND STORMWATER	Moving and placing of pipes
Other than noted in other sections	Bedding
	Placing and compacting fill
WORKSHOPS	Use of small electrical tools
	Gas and Flame Cutting
	Welding
	Explosive powered tools
	Use of general workshop equipment
	Tyre repair
	Use of jacking and lifting apparatus

HAZADOUS MATERIALS	Petrol
To be added to as required	Diesel
Materials safety data sheets as required	Lubricants
	Cement and cement bags
	Road lime and lime bags
	Flammable materials
	Gas bottles
LABORATORY This should be drawn up in conjunction with the Laboratory Manager.	Use of Radioactive materials in testing equipment. Storage and compliance with regulations.
	Use of stoves and gas burners
	Use of presses, automatic and hand compactors.

C3.5 MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable standards

The following documents and COLTO standards and associated specification data are applicable and form part of the Contract:

- i) **Volume 1:** The General Conditions of Contract (2010 Edition), issued by SAICE, which the tenderer must purchase himself.
- ii) **Volume 2:** The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 Edition), issued by the Committee of Land Transport Officials which the tenderer must purchase himself.
- iii) **Volume 3 :** This document
- iv) **Volume 4 :** Book of Drawings issued as Volume 4
- v) **Volume 5:** The Routine Road Maintenance Procedures Manual as issued by the Department Roads and Public Works of the Eastern Cape (Version 1, February 2002)
- vi) **Volume 6 :** Re-gravelling and Road Betterment Procedures Manual (Version : 3–Feb 2005)
- vii) Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP).
- viii) Health and Safety Specification (may be bound in at the back of Volume 3 or issued as a separate volume)
- ix) South African Road Traffic Signs Manual
- x) Occupational Health and Safety Act
- xi) Environmental Management Plans

C3.5.1.2 Particular or Generic specifications

- a) The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this Contract.
- b) In addition the following Particular Specifications that are bound into this document will also apply:

Section 1900: Dayworks (provisional)

Section 9300: Environmental Management Plan Implementation

Section 9400: Occupation Health & Safety specifications.

C3.5.1.3 Planning and programming

The extent of the works contained in the Bill of Quantities is aimed at upgrading certain of the district road network over the contract period. However, should the tender amount exceed the Employer's budget, or should the Employer's annual budget be reduced during the course of the contract, the Employer reserves the right to reduce the scope of the works to suit the available budget.

The time for completion of this Contract is as stated in the Contract Data.

The Client will determine the extent of the work to be executed in terms of the contract. A preliminary overall maintenance plan indicating the anticipated maintenance activities over the 6 month period, based upon an initial needs analysis and current budgets.

The Contractor should also note that, during the contract period, other contracts may be running on the section of road requiring maintenance.

The Contractor should take cognisance of this for his programme and will be required to fully accommodate these contractors. No additional payment will be made for any inconvenience in this regard.

The Contractor shall submit his programme within the time stated in the Contract Data to the Client in bar chart form showing clearly, in addition to the requirements of Clause 15 of the General Conditions of Contract, the following:

- The various stages of work planned to be completed per month to suite the overall programme.
- Critical path activities
- Anticipated value of work to be done during each month.
- His labour resources schedule which must distinguish between the Contractor's permanent labour and his temporary local labour employment.
- The lead time for training local labour if required.

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

- Expected weather conditions and their effects (e.g. for grading work).
- The requirements and effects of employing labour intensive construction methods.
- The accommodation and safeguarding of public access and traffic.
- Presence of other contractors on site.
- All other actions required in terms of this document.

The Client will agree on a general programme of work per route section with the Contractor and any changes to this programme will be finalised with the Contractor at least one month in advance. Once the programmes have been finalised a detailed monthly programme will be drawn up which will be used to monitor performance. When drawing up his construction programme, the Contractor shall take into account the time for completion for the activity as indicated in the Preliminary Programme. The Contractor will be required to pay special attention to the preceding table and project drawings, which represent a guideline programme for the execution of the maintenance works.

Once the monthly programme has been approved by the Client, the Contractor will be notified of the work that he is to undertake for the month by means of a Works Instruction from the Client.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Client to take steps as set out in Clause 43 of the General Conditions of Contract.

Certain maintenance activities may be restricted on certain roads on days with increased traffic flows. The Contractor must allow for these restrictions in his monthly programme and no extension of time or claims in this regard will be considered. For this contract, the days with restrictions are indicated in the table overleaf:

DATE	ACTIVITY TO BE RESTRICTED	PERIOD OF RESTRICTION
Weekends	All routine road maintenance activities which may disrupt the normal flow of traffic.	From 16h00 on Friday till 07h00 on Monday
School closure		For 2 days before closing
School opening		For 2 days before opening
Long weekends		From 12h00 on day preceding, for duration
December holidays		Duration of holidays (taken as 15/12 – 08/01)

The Contractor will only be allowed to undertake work on the affected roads during these periods with the approval of the Client.

Should the Contractor fall behind his monthly programme he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the Works, or any part thereof, within the time for completion as defined or any extended time granted.

Failure to produce a revised programme may prejudice the Contractor in any claim for an extension of time.

C3.5.1.4 Sequence of the works

The Client will agree on a general programme of work per route section with the Contractor and any changes to this programme will be finalised with the Contractor at least one month in advance. Once the annual programmes have been finalised a detailed monthly programme will be drawn up which will be used to monitor performance. When drawing up his construction programme, the Contractor shall take into account the time for completion for the activity as indicated in the Preliminary Programme. The Contractor will be required to pay special attention to the preceding table and project drawings, which represent a guideline programme for the execution of the maintenance works.

Once the monthly programme has been approved by the Client, the Contractor will be notified of the work that he is to undertake for the month (or emergency works, as they occur) by means of a Works Instruction from the Client.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Client to take steps as set out in Clause 55 of the General Conditions of Contract.

C3.5.1.5 Computer equipment and software

No computer equipment is required by the Client.

C3.5.1.6 Methods and procedures

All work to be carried out will be in compliance with the following minimum requirements

- The Routine Road Maintenance Procedures Manual as issued by the Department Roads and Public Works of the Eastern Cape (Version 1, February 2002)
- gravelling and Road Betterment Procedures Manual (Version : 3–Feb 2005)
- The OHS Act
- Environmental Management Plans
- Departmental Details drawings

- COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition)

C3.5.1.7 Materials and Road Condition Reports

Preliminary road condition surveys and road logs indicating the existing condition of the proposed roads to be maintained are available at the Client's offices for perusal during working hours.

Control Testing of Earthworks and Road Layers

The Contractor is required to carry out his own control testing, but if he so wishes, and agrees to abide by the results of the Client's check test, he may dispense with his own tests. However, should the Contractor wish to use the Client's testing facilities, he will be charged for the various tests at the rates ruling at the time.

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 rates ruling at the time.

Process Control Testing

The Contractor is required to carry out his own control testing. The results of these control tests together with the location of the tests shall be submitted to the Client for approval. No payments will be made without this information, unless partial payment is allowed for special items in terms of the project specification.

Acceptance Control Testing

The Client may order that additional tests be carried out from time to time. A provisional sum is allowed for these additional tests. The cost of any additional tests that might fail, together with the remedial work ordered by the Client, will be for the account of the Contractor.

C3.5.1.8 Environment

The Contractor will prior to the commencement of any construction or repair work prepare and submit an Environmental Management Plan (EMP), for approval by the Client.

The EMP shall clearly demonstrate how the Contractor intends mitigating damage to the environment, as a result of their construction activities.

The Contractor shall further appoint an Environmental Control Officer (ECO), who shall inspect all construction related activities and who shall report on non-compliance items.

Further, the ECO will submit his/her Environmental Audits at monthly site meetings, for discussion by all role players.

a) Sand and dust control

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

b) Environmental Management

The Contractor will be required to compile a comprehensive Environmental Management Plan (EMP), which should address the management and monitoring of environmental impacts related to this repair contract.

The EMP should therefore identify potential environmental impacts and should further demonstrate how there would be mitigated and controlled.

The Contractor shall be responsible for implementing and managing an Environmental Management Plan in terms of the particular specifications for the borrow pits. The Contractor's authorised agent shall report to the Client regarding compliance with the conditions as stipulated in the Environmental Management Plan. The Contractor shall take the utmost care to minimise the impact of his establishment and other construction activities on the environment and shall adhere to the requirements as set out in Section 12000 of the Project Specifications. Where, in the opinion of the Client, the Contractor has not adhered to these requirements, the Contractor shall rectify the damage at his expense and to the satisfaction of the Client.

Trees and shrubs established in the landscaped areas of the road reserve may under no circumstances be disturbed without specific instruction from the Client for their removal. Trees and shrubs inadvertently destroyed by the Contractor shall be replaced with the equivalent at the Contractor's expense.

Disposal of any bituminous-based material shall only be at an approved location and by means of an approved method, arranged beforehand with the Client.

Storage sites for all bituminous products in the road reserve, or on private property, are to be approved by the Client prior to use. The containers used for storage shall be free of leaks and placed on a firm surface. No spoiling of any bituminous products shall be allowed in these areas. Unused or rejected products shall be removed from site and returned to the supplier. Solvents used for flushing spray tankers shall be treated likewise.

No separate payment items will be scheduled for the compliance by the Contractor with the EMP. These costs will be deemed to be inclusive of the rates tender for the works.

C3.5.1.9 Accommodation of traffic on public roads occupied by the contractor

The Works will be undertaken in a manner that will minimise the interference with public traffic, consistent with established routine road maintenance practices. Although inconvenience to road users will be inevitable, the Contractor must ensure that road users have continuous access on and to, a public road.

Temporary road traffic signs shall at all times be displayed at the works as specified on the drawings and in accordance with the requirements of this document, as well as the South African Road Traffic Signs Manual, in conjunction with Manual K56 "Safety at Roadworks in Rural Areas", and the Routine Road Maintenance Procedures Manual of the Department of Transport and Roads of the Eastern Cape. The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the above requirements.

The traffic signs shall be covered or removed when not required at night and over weekends. No diversions are generally required and the Contractor shall regulate the traffic with flagmen and take all precautions necessary to promote the safe and easy flow of traffic on or next to the roadway under repair.

The Contractor, if so instructed in writing, shall nevertheless provide a diversion at places with a high traffic safety risk. Except where otherwise specified, additional payment over and above payment under the

payment items included in the Contract, will be made for the construction of the diversion and the additional measures required to control traffic as specified by the Client.

Should the Contractor neglect to apply the road traffic safety measures specified without due diligence, the Client may temporarily stop the works until the Contractor has rectified the situation or impose a penalty for each contravention of the requirements of the Specifications as detailed in Section 1500.

The Contractor will be responsible for the accommodation of traffic on, and maintenance of the existing roadways used by the public as instructed by the Client, from the date of site handover, to the issuing of the Certificate of Completion for the works as a whole.

No separate payment items have been scheduled for the accommodation of traffic or traffic signage and all these costs will be deemed to have been included in the relevant payment items of the appropriate works.

The Contractor must ensure that a competent person, that can act as a Traffic Safety Officer, is present on site at all times to deal with all issues relating to traffic accommodation. This person will, at all times, be responsible for the construction, spacing, placement and maintenance of traffic control devices.

C3.5.1.10 Other Contractors on site

When drawing up his programme, the Contractor shall also, inter alia, take into consideration and make allowance for the presence of other contractors on site

C3.5.1.11 Testing, completion, commissioning, and correction of defects

The Routine Road Maintenance Procedures Manual (RRMPM) of the Department of Roads and Public Works of the Eastern Cape describes the causes and type of defects, as well as providing a guide on how to conduct the works. This is covered in the Scope of Works.

C3.5.1.12 Recording of weather

The Contractor will be responsible for recording and maintaining a daily log of weather conditions throughout the duration of the contract. During the execution of the Works, The Client's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only if less than 30% of the work force and plant on site could work during that specific working day.

C3.5.1.13 Format of communications

The Contractor will keep on site at all times a Site Instruction Book in which the Client's Representative will issue any Site Instructions for variations of the Work. All correspondence will be written, signed, copied to the Employer and Contractor. The Client will maintain a file of all original correspondence.

The Contractor shall furnish the Client daily with records, as per the Employers Web Based Reporting System of work executed by him for each activity. The records shall include information such as description, location, measurement, plant and labour hours, where applicable, and all other information the Client may require for the record and measurement purposes.

Reports to be submitted to the Client timeously, non-compliance may result in payment not being made.

C3.5.1.14 Key personnel

A Schedule of Key Personnel is included in Volume 3 of the Contract document.

C3.5.1.18 Use of borrow pits

The Contractor is to obtain all gravel wearing course material from the existing or new borrow pits in the vicinity of the project, as instructed by the Client. The Contractor is to adhere to the specific requirements contained in the EMP pertaining to work methods in borrow pits.

C3.5.1.19 Construction Regulations, 2003

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Scope of Works, the Bill of Quantities, the Drawings, and in the Employers' Health and Safety specification (regulation 4(1) of the Construction Regulations 2003), which is bound into the Contract document.

The Contractor shall, in terms of regulation 5(1), provide a comprehensive Health and Safety Plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned Regulations.

C3.5.1.20 HANDING OVER SITE, SETTING OUT AND CONFIRMING THE SCOPE OF WORKS WITH THE CONTRACTOR

The entire road reserve within the Local Municipal Area (and indicating any "soft boundaries" if applicable) will be handed over to the Contractor at the commencement of the Contract.

The Contractor will be responsible for executing the routine maintenance and construction activities as specified in the maintenance plan. He will work on all the roads for the duration of the Contract but will only occupy certain specific roads as agreed to and indicated in the approved monthly programme. The Contractor will be responsible for the said section of road from its handover, to the issuing of the Certificate of Completion.

The Client, the Contractor and supervisory staff shall together carry out a joint inspection at the time of the handing over of the site. During such an inspection the scope of the works will be set out for each of the roads / road sections indicating the various activities to be conducted, as well as making notes of all damaged fences, guardrails, signs and any other notable problems or features that exist.

The following matters are to be confirmed at the time of handing over and before the commencement of any work:

Confirming position of the site camp and/or any additional temporary site camps that may be required.

The construction limits, lengths, widths and areas of routine maintenance or construction to be conducted for the various sections of road.

The determination of the trial section for each type of maintenance / construction activity to be performed.

The location of kilometer markers and reference beacons to be used for setting out purposes.

The location of remedial / repair / general maintenance and preparatory work to be carried out.

The location of the proposed stockpile areas and the responsibilities of the Contractor with regard to the road reserve area in terms of the clearing and grubbing if required, fencing, motor gates, stock grids, road markings, road signage, mowing of grass and the like.

The proposed method of accommodation of public traffic with regard to safety, sight distance, interference with existing road signs and road markings within the work section and providing advance warning before the work section.

The method of construction / treatment envisaged for each of the sections (sections to be receive edge break repair, crack sealing, light blading, pothole patching etc.) and the like, are to be confirmed and set out with the Contractor.

Supervisory, test control measures and procedures are to be confirmed.

The position of all the existing pipe culverts (all hydraulic control structures), concrete lined TRIAL SECTION.

Before the Contractor commences with the construction/maintenance works, he shall demonstrate on a test section (for each type of maintenance activity) that the equipment and processes he intends to use, will enable him to execute the Works in accordance with the specified requirements. The trial sections for the various maintenance activities shall also serve as a basis to agree the interpretation of the Specifications for application during the Contract Period and the criteria and methods to be used by the Client for acceptance control.

Only when the trial sections have been satisfactorily completed in conformity with the specified requirements, will the Contractor be allowed to commence the maintenance/repair works. The Client shall, as far as is practical, select the location of the trial section at a position with characteristics which are representative of the general conditions to be found with the balance of the proposed works. The Client may require the construction of additional trial sections should the materials available or methods of construction significantly change during the course of the Contract.

No additional payment will be made for the demonstration at the trial section, other than for the work completed and accepted as part of the Works, at tender rates.

C3.5.1.21 COMPLETION TIME OF SPECIFIED ACTIVITIES AND PENALTIES

Due to the nature of maintenance work, certain items of work shall be carried out as a matter of routine, and others as emergency cases. The Contractor will be called upon to do remedial work at very short notice in some instances, in which case the Contractor shall proceed to carry out the work without delay and report to the Client in writing as soon as practically possible the extent of the work carried out.

It is a condition of the contract that certain specified activities must either be completed within a specified period or responded to within a specified time if they have been classified as emergency repairs by the Client. All other construction or maintenance activities will be classified as routine, and conducted as per the programme and works instructions.

Completion time for an activity:

Completion time is defined as that period from the date on which an instruction is received by the Contractor from the Client, to the date of full completion of the specific activity. The completion times are as indicated in the attached programme.

Responding time:

Responding time is defined as that period of time on which an instruction is received by the Contractor from the Client, to the time of reporting at an indicated place, by the designated team.

Emergency response and completion times:

3.5.2 EMPOWERMENT PRINCIPLES

3.5.2.1 Labour Intensive Construction Methods

Labour intensive construction methods based on the Expanded Public Works Programme (EPWP) will be utilised where practically possible and feasible. Construction activities that are undertaken using labour intensive methods shall be based on the prevailing statutory minimum wage as determined by the Department of Labour.

Emergency Activity	Completion Time	Responding Time	Penalty for late responding	Penalty for late completion	Penalty for not meeting specification
Repairs on Access Roads	As specified by Client	1 day	R500/day	R250/day	R1000/occurrence

3.5.2.2 Local Labour

Should personnel and labour, in addition to that provided by the Contractor, be required, the Contractor must endeavour to employ labourers, artisans and subcontractors from the community within the Local Municipal Area for the execution and completion of the work.

The Contractor and his sub-contractors shall ensure that they enter into a Contract of Employment with each employee engaged on the labour intensive aspects of this Contract.

C4: SITE INFORMATION

TABLE OF CONTENTS	PAGE
C4.1: Geotechnical	C4.2
C4.2: Atmospheric/Climatic	C4.2
C4.3: Environmental	C4.3

C4.1 GEOTECHNICAL

No major excavations are required. Tenderers must satisfy themselves as to the nature of materials to be excavated under this contract.

No responsibility is accepted for any conclusions drawn by Tenderers from the results and information supplied (if any) and Tenderers must satisfy themselves as to the nature of materials to be excavated under this contract. Tenderers are at liberty to excavate any further trial holes or to carry out other investigations to satisfy themselves as to the nature of the ground that will be encountered in carryout the Works, provided that they advise the Engineer of their intention to carry out such further trial hole excavations or other investigations so that the necessary safety requirements can be ensured. Any trial hole excavated in areas close to pedestrian or vehicular traffic shall be barricaded and shall be backfilled immediately after inspection of the soil conditions.

The Tenderer shall be fully liable for any claims for losses, damage or injuries whatsoever arising out of, or as a consequence of, carrying out trial hole excavations for the purpose of his tender. Furthermore, the Engineer's authority for the carrying out of any exploratory excavations is subject to the Tenderer indemnifying the Employer and the Engineer against any such claims.

C4.2 ATMOSPHERIC / CLIMATIC

Extension of time will be considered for abnormal rainfall. The numbers of days per month on which work is expected not to be possible as a result of normal rainfall, and for which the Contractor shall make provision in his tendered rates, prices and programme, are listed in Table C4.2.1 hereafter. Only the number of days lost as a result of adverse weather conditions, exceeding the number of days listed in Table C4.2.1, will qualify for consideration of extension of time.

Table C4.2.1: Expected Number of Working Days Lost per Month due to Normal Rainfall

(Based on information obtained from the Weather Bureau, Department of Environment Affairs, Pretoria. The average monthly rainfall figures quoted, are included for information only, and shall not be taken into consideration for calculation of extension of time. The number of working days lost for December and January allows for the builders' holidays from 16 December to 5 January.)

During the execution of the Works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- if less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table C4.2.1, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil.

C4.3 ENVIRONMENTAL

The Contractor will be responsible for environmental control on site during construction and the maintenance period. The construction activities will be monitored by an independent environmental specialist.

C5: DRAWINGS

C5 Drawings

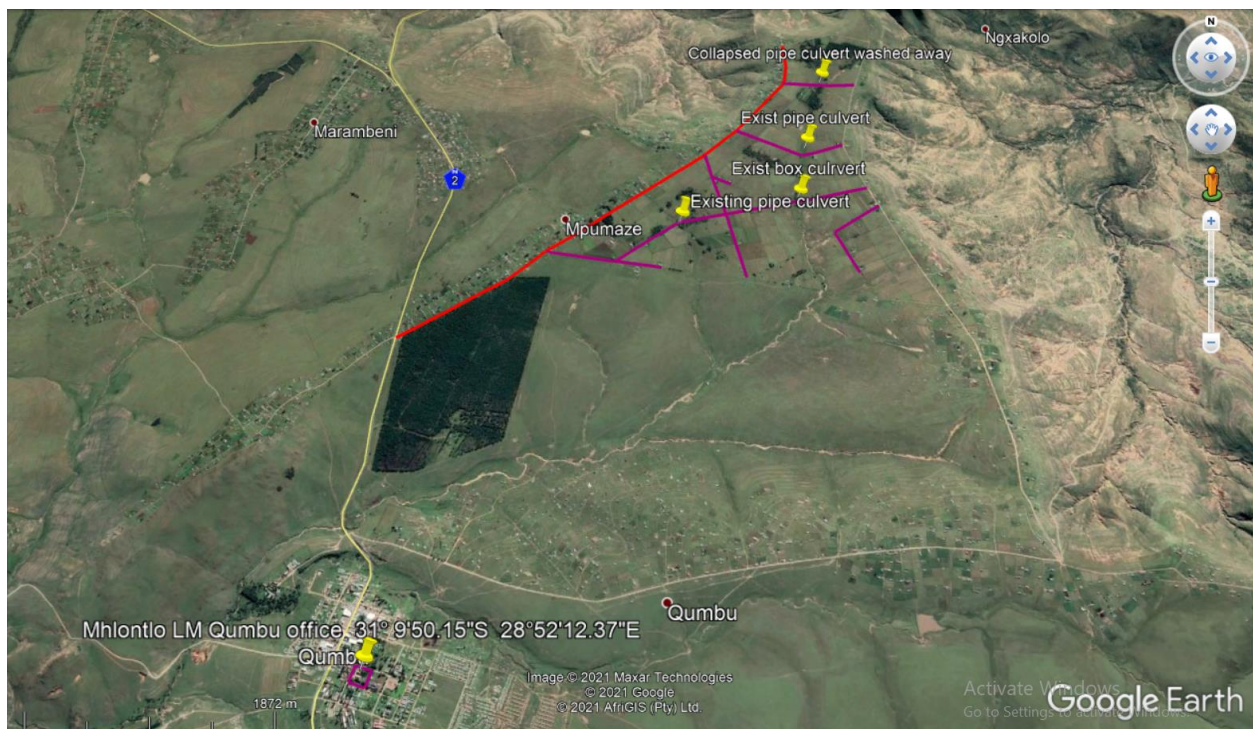
The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings may be issued as a separate book of drawings or else bound in as part of this document.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

Drawings issued separately are listed in the Book of Drawings. Drawings issued as part of this volume are listed hereafter.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.



LIST OF DRAWINGS: