



TENDER NUMBER: 19/2021 MN: 310/2021

**THE COMPLETION OF RE-GRAVELLING OF LANGA ROAD IN
WARD 11**

Name of Bidder:

Address:

.....

Telephone Number:

Fax Number:

Email Address:

Bid Price (15% VAT Incl.):

ISSUED BY:

The Municipal Manager
Umdoni Municipality
Cnr. Bramfisher & Williamson Street
SCOTTBURGH
4180

Tel: (039) 976 1202
Fax: (039) 976 0017

PREPARED BY:

Urbanru (Pty) Ltd
P.O. Box 2599
KWADUKUZA
4450

Email: info@urbanru.co.za

UMDONI MUNICIPALITY
TENDER NO. 19/2021 MN: 310/2021
THE COMPLETION OF RE-GRAVELLING OF LANGA ROAD IN WARD 11

Contents		
Number	Heading	Pages
The Tender		
Part T1: Tendering Procedures		
T1.1	Tender Notice and Invitation to Tender	2
T1.2	Tender Data	4
Part T2: Tendering Documents		
T2.1	List of Returnable Documents	32
T2.2	Returnable Schedules	35
The Contract		
Part C1: Agreement and Contract Data		
C1.1	Form of Offer and Acceptance	83
C1.2	Contract Data	88
C1.3	Form of Guarantee	97
C1.4	Occupational Health and Safety Agreement	100
Part C2: Pricing Data		
C2.1	Pricing Instructions	107
C2.2	Bill of Quantities	110
Part C3: Scope of Work		
C3.1	Description and Management of the Works	124
C3.2	Construction	130
C3.3	Health and Safety Specifications	148
C3.4	Labour Specifications	166
Part C4: Site Information		
C4.1	Site Information	191

PART T1: TENDERING PROCEDURES



TENDER NO. 19/2021 MN: 310/2021

THE COMPLETION OF RE-GRAVELLING OF LANGA ROAD IN WARD 11

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Umdoni Municipality invites suitable, qualified and experienced service providers with a minimum CIDB grading of 3CE or HIGHER for APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF RE-GRAVELLING OF LANGA ROAD IN WARD 11. The existing road for re-gravelling is approximately 4.9km access road that is experiencing the following failures; deformation of the existing road surface.

MANDATORY DOCUMENTS TO BE SUBMITTED, FAILURE TO DO SO WILL LEAD TO THE TENDER BEING REGARDED AS NON-RESPONSIVE.

Tender documents will be available in the Etender Publication Portal which can be through the following website: www.etenders.gov.za and may be obtained from the Umdoni Local Municipality offices at Corner Bram Fisher and Williamson Street, Scottburgh, 4180 from the 7 July 2021 at 09H00 – 14H30 upon a non-refundable cash payment of R400.00, no cheques will be accepted.

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

There will be no compulsory site meeting but enquiries will be attended via emails only and must be addressed to SCM and Technical Services from the 12th of July 2021 till the 21st of July 2021 and responses will be done via emails. Please note that the above timeframes must be strictly adhered to.

Bid documents, clearly marked with bid name and bid number must be deposited not later than 12H00 on 27 July 2021 in the tender box inside the reception area of UMDONI MUNICIPALITY situated at Cnr of Bram Fisher and Williamson Streets,

Scottburgh, where bids will be opened in public. The name and address of the bidder must be clearly written on the sealed envelope containing the bid. Umdoni Municipality will not take responsibility for documents delivered or collected via courier services. Bids shall be valid for a period of 120 days after closing date. Late bids or Bids received by way of facsimile or e-mail will under no circumstances be considered.

Enquiries of Technical nature should be directed to Mr SL Xulu – Manager, Technical Services on 039 976 1324, email: sandilex@umdoni.gov.za, and Enquiries pertaining to Supply Chain Management should be directed Mr. D Nyathi, Financial Services on 039 976 1202, email: davidn@umdoni.gov.za during office hours.

The Umdoni Municipality does not bind itself to accept the lowest, or any bid, either wholly or in part or give any reason for such action.

Mr. M.Z. Silinga
Acting Municipal Manager

UMDONI MUNICIPALITY

TENDER NO. 19/2021 MN: 310/2021

THE COMPLETION OF RE-GRAVELLING OF LANGA ROAD IN WARD 11

T1.2 TENDER DATA

Tender data is covered in two sections. T1.2.1 refers to the Standard Conditions of Tender while T1.2.2 sets out Additional Conditions of Tender.

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za). These are reproduced without amendment or alteration for the convenience of tenderers below.

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

The following variations, amendments and additions to the Standard Conditions of Tender are:

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

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

F.1.1	The employer is Umdoni Municipality
-------	-------------------------------------

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

The tender documents to be sourced by the tenderer comprise:

VOLUME 1: The General Conditions of Contract for Construction Work (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

VOLUME 2: Standard specifications, SANS 1200 Volumes 1 and 2 may also be acquired from SAICE at the tenderers own cost.

The tender documents issued by the Employer comprise:

VOLUME 3: The Tender Document (this document), in which is bound:

The Tender

Part T1: Tendering Procedures

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

Part T2: Returnable Schedules

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety Agreement

Part C2: Pricing data

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

Part C3: Scope of work

- C3.1 Description and Management of the Works
- C3.2 Construction
- C3.3 Health and Safety Specifications
- C3.4 Labour Specifications

Part C4: Site information

- C4.1 Locality Plan

VOLUME 4: Drawings

Volume 3 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.

F.1.2.1 Tender and / or Document Deposit

A non-refundable document deposit of **R400.00 inclusive of VAT** is payable by **cash** on collection of the tender documents.

F.1.2.2 Communication and Employer's Agent

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent is Urbanru (Pty) Ltd. Any query directed to the Employer's Agent must be in writing to the following Email Address ONLY:

Email: info@urbanru.co.za

F.2.1 Tenderers obligations

A Tenderer will not be eligible to submit a tender if:

- a) The Contractor submitting the tender is under restrictions or has principals who are under the restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- b) The Tenderer does not have the legal capacity to enter into the contract;
- c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; and
- f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

F2.1.1 Only those tenderers who are registered with the CIDB and or are capable of being so prior to the evaluation of submissions, in a contractor grading designation of 3CE or Higher are eligible to submit tenders.

Joint ventures are eligible to submit tenders provided that:

- 1. every member of the joint venture is registered with the CIDB: and
- 2. it is in accordance with the CIDB calculations; and
- 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation of 3CE or Higher class of construction work.

F2.1.2 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.

F.2.7 Clarification Meeting

There will be no clarification meeting as stated in the Tender Notice and Invitation to Tender.

Any enquiries will be attended via emails only and must be addressed to SCM and Technical Services from the 12th of July 2021 till the 21st of July 2021 and responses will be done via emails. Please note that the above timeframes must be strictly adhered to. Enquiries of Technical nature should be directed to Mr SL Xulu – Manager, Technical Services on 039 976 1324, email: sandilex@umdoni.gov.za, and Enquiries pertaining to Supply Chain Management should be directed Mr. D Nyathi, Financial Services on 039 976 1202, email: davidn@umdoni.gov.za during office hours.

F.2.12 Alternative Tender Offers

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

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

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

The 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.

Tenderers are required to indicate alternative tender offers in Schedule 8.

F.2.13 Submitting a Tender Offer

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original.

The tender shall be signed by a person duly authorised to do so. Tender submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

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

Location of tender Box: **Umdoni Municipality Main Offices Foyer**

Physical Address: **Corner Bram Fisher and Williamson Streets, Scottburgh, KwaZulu-Natal, RSA**

Identification Details: **TENDER NO. 19/2021 MN: 310/2021: THE COMPLETION OF RE-GRAVELLING OF LANGA ROAD IN WARD 11**

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

F.2.15 **Closing Time**

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

F.2.15.1 Late, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 **Tender Offer Validity**

The tender offer validity period will be **120 days**.

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

F.2.18 **Provide Other Material**

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

F.2.19 **Inspection, Tests and Analysis**

Access shall be provided for tests and analysis.

F.2.23 **Certificates**

The tenderer is required to submit the following certificates with his tender:

- 1) Proof of active registration with the Construction Industry Development Board with a minimum CIDB grading of 3CE or Higher.

- 2) 1 –year financial statement (Latest).
- 3) Where the tendered amount inclusive of VAT exceeds R 10 million:
 - i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
 - ii) certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
- 4) Proof of compliance with the relevant requirements of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993). Workman's compensation certificate (COIDA).
- 5) A Valid Tax PIN and Tax Clearance Certificate from the South African Revenue Services (SARS).
- 6) VAT registration certificate (if applicable).
- 7) An original or certified copy of B-BBEE Certificate/Affidavit (certified copies).
- 8) Latest Central Supplier Database (CSD) registration summary report.
- 9) Company registration Certificates and certified copies of Directors Identity Documents.
- 10) Rates letter not older than 3 months or proof of address (service provider should not be in arrears for more than 3 months with the municipality).
- 11) Joint Venture Agreement and Power of Attorney in case of Joint Ventures. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

F.3

Employer Undertakings

F.3.1

Respond to requests from tenderer

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

F.3.4 Opening of Tender Submissions

Tenders will be opened immediately after the closing date and time for tenders at the Main Offices, Umdoni Municipality.

Tenders will be considered non-responsive if:

- The tenderer has not followed the instructions of the Bid Document.
- The tender is not in compliance with the Scope of Work;
- The tenderer has not completed, signed and witnessed the Form of Offer and Acceptance.
- The tenderer does not comply with the Contractor's CIDB grading designation specified in F2.1.1 at the tender closure date.
- The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.

F.3.11 Evaluation of Tender Offers

F.3.11.1 General

The Umdoni Municipality has adopted a Supply Chain Management Policy that will be implemented in this Tender to give effect to Section 217(2) of the Constitution of the Republic of South Africa and as published in Government Gazette No. 16085, dated 23 November 1994.

The process for the evaluation of responsive Tenders is Method 4 (Quality, Financial offer and Preference Points).

F.3.11.5 Eligibility Criteria

Bids will be evaluated in two stages, in accordance with the Tender Evaluation Method 4: Quality, Financial Offer and Preference as follows:

STAGE 1: TEST FOR RESPONSIVENESS / ELIGIBILITY (QUALITY)

In order for a Tender to be considered responsive, it must comply with ALL of the following criteria:

- a) The Tender documentation must be completed and signed in all respects;
- b) The Tenderer must have the required CIDB grading;
- c) The Tender documentation must include all necessary and applicable documentation as listed in F2.23 above; and
- d) The Tender must comply with the eligibility criteria noted in F2.1.

The responsiveness of a Tender will be assessed by scoring the bid according to the criteria detailed in the ensuing table.

It is incumbent on the Tenderer to ensure that the returnable documents are completed in sufficient detail to enable the score to be properly assessed. If

the information provided renders a specific criterion not being fully complied with, then the Tender will be scored on the next criterion down.

BIDDERS MUST OBTAIN A MINIMUM OF 70% OF THE TOTAL FUNCTIONALITY POINTS AS TABLED BELOW:

Criterion	Basis for points allocation	Points Awarded	Verification Method
Experience of the tenderer in similar projects	Four (4) similar projects in the last (five) 5 years and recommended by all referees as being competent and capable of executing the works without qualification.	25	Tenderers must submit a letter of appointment, completion certificate and reference letters for each project
	Three (3) similar projects in the last (five) 5 years and recommended by all referees as being competent and capable of executing the works with minor qualification. Tenderers must submit a letter of appointment, completion certificate and reference letters for each project.	20	Tenderers must submit a letter of appointment, completion certificate and reference letters for each project
	Two (2) similar projects in the last (five) 5 years and recommended by all referees as being competent and capable of executing the works with minor qualification. Tenderers must submit a letter of appointment, completion certificate and reference letters for each project.	15	Tenderers must submit a letter of appointment, completion certificate and reference letters for each project
	No attachment	0	No attachment
Qualifications and experience of full time, site agent or contract manager	Site Agent or Contract Manager with five (5) years relevant experience and qualification (Degree/Diploma) in civil engineering/construction management.	15	Curriculum Vitae & Certified Copy of Qualification and ID must be attached
	Site Agent or Contract Manager with three (3) years relevant experience and qualification (Degree/Diploma) in civil engineering/construction management.	13	Curriculum Vitae & Certified Copy of Qualification and ID must be attached
	Site Agent or Contract Manager with two (2) years relevant experience and qualification (Degree/Diploma) in civil engineering/construction management.	12	Curriculum Vitae & Certified Copy of Qualification and ID must be attached
	No attachment.	0	No attachment
Methodology and construction programme Method Statement (relevant to the tender project- maximum 3 pages) The method statement must include the following sub-headings: Approach Method, Time Frames, Activities (in construction sequence),	Method statement meets all requirements. The work activities are clearly identified, timeframes are realistic and in the balance and demonstrates clear understanding of the scope of works.	15	Brief (3 Pages Maximum)
	Method statement is fair. The work activities are fairly identified, timeframes are realistic and in the balance and demonstrates minimum understanding of the scope of works.	10	Brief (3 Pages Maximum)
	Method statement is poor. The work activities are out of balance with what other experienced contractors have indicated and/or unrealistic with	0	Brief (3 Pages Maximum)

Construction Administration, Quality Management, Health and Safety	insufficient detail.		
Plant and equipment (Road construction plant)	2 or more plant is owned by the bidder	15	Proof of lease agreement/ownership with certified copy of log book
	1 or more Plant is owned by the bidder	10	Proof of lease agreement/ownership with certified copy of log book
	No attachment	0	No attachment
MAXIMUM POINTS 70			

ALL COPIES MUST BE CERTIFIED

STAGE 2: FINANCIAL OFFER AND PREFERENCES

All Tenders that meet the Stage 1 criteria for responsiveness will progress through to the evaluation phase as set out below:

F.3.11.7 The financial offer will be scored using 80/20 **Formula** where the value of W1 is 80 points when the financial value inclusive of VAT of all responsive tenders received have a value equal to or less than R 50,000,000 (Refer to Table F.1 of Standard Conditions of Tender).

F.3.11.8 Scoring Preferences

Points will be awarded to tenders who complete, as relevant, and include in their tender submission, the duly completed Preference Schedules/Forms which are included in T2.1 Returnable Schedules of the tender document.

F3.13.1 Acceptance of Tender Offers

Tender offers will only be accepted if:

- the tenderer's tax matters have been declared by the South African Revenue Service to be in order and the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services;
- the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- the tenderer is not in arrears for more than three (3) months with municipal rates and taxes and municipal service charges;

- e) 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; and
 - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- f) has completed all the Returnable Schedules and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.18 Provide Copies of the Contract

The number of paper copies of the signed contract to be provided by the employer is one.

T1.2.2 Additional Conditions of Tender

The additional conditions of tender are:

T1.2.2.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with the tender, appended to Schedule 11: Health and Safety Plan in T2.2 Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover *inter-alia* the following details:

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

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

T1.2.2.2 Eligibility with Respect to Expanded Public Works Programme

This Contract does qualify for consideration as an Expanded Public Works Programme project.

T1.2.2.3 Claims Arising after Submission of Tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) Inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

T1.2.2.4 Imbalance in Tendered Rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after

submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

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

Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

T1.2.2.5 Community Liaison Officer

A Community Liaison Office will be provided for by Umdoni Municipality, employed and paid for by the contractor. Provision is made for this in the pricing schedule.

T1.2.2.6 Invalid Tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1 Form of Offer and Acceptance);
- b) if the tender is not completed in non-erasable ink;
- c) if the offer has not been signed; and
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

T1.2.2.7 Negotiations with Preferred Tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

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

T1.2.2.8 General Supply Chain Management Conditions Applicable To Tenders

Umdoni Municipality's Supply Chain Management Policy is available to be viewed at the Municipal Offices during office hours.

T1.2.2.9 UIF Payments

The Tenderer shall submit to Council a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

T1.2.2.10

Price Variations

Refer to Clause 6.8.2 and Clause 6.8.3 of Contract Data to ascertain whether Contract Price adjustment will apply to this contract.

ANNEX F: STANDARD CONDITIONS OF TENDER

(AS CONTAINED IN ANNEXURE F OF THE CIDB STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT)

F.1 GENERAL

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

a) Conflict of interest means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) organization means a company, firm, enterprise, association or legal entity, whether incorporated or not, or a public body
- f) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes(except Value Added Tax (VAT), and other levies payable by the successful

tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the

employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.1 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

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

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

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until 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.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the

technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer. b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11. 7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (h_v) in accordance with the following formula:

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
 N_O is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Table F.1: Formulae for Calculating the Value of A

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = \frac{1 + (P - P_m)}{P_m}$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \frac{1 - (P - P_m)}{P_m}$	$A = P_m / P$

where: P_m = the comparative offer of the most favorable tender offer.
 P = the comparative offer of tender offer under consideration.

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14. Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

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

PART T2: TENDERING DOCUMENTS

T2.1: LIST OF RETURNABLE SCHEDULES

Failure to submit the following documents will invalidate your bid: **all copies must be certified:**

- Attach tax clearance certificate and tax compliance status pin.
- Company registration certificate and certified copies of directors Identity Documents.
- Original or certified copy of B-BBEE certificate or a sworn affidavit (certified copies).
- Vat registration certificate (if applicable).
- Latest Central Suppliers Database (CSD) registration summary report.
- 1-year financial statement (latest).
- Workman's Compensation certificate – Letter of Good Standing (COIDA).
- Proof of CIDB registration (Grade 3CE or Higher).
- Rates letter not older than 3 months or proof of address (service provider should not be in arrears for more than 3 months with the municipality).

NB!!.. documents must be fully completed and failure to do so will invalidate your bid.

UMDONI MUNICIPALITY

TENDER NO.19/2021 MN 310/2021 THE COMPLETION OF RE-GRAVELLING OF LANGA ROAD IN WARD 11

T2.1 LIST OF RETURNABLE SCHEDULES

The tenderer must complete the following schedules:

SCHEDULE	Returnable Schedules that will be incorporated into the contract	
1	Umdoni Supply Chain Management and Procurement policy: • Central Supplier Database supplier number • Declaration of Interest • Declaration of Bidder's Past Supply Chain Management Practices	
2	MBD 6.1 Preference Points Claim Form	
3	MBD 9 – Certificate of Independent Bid Document	
4	Tax compliance clearance pin	
5	Certificate of Attendance at Clarification Meeting	
6	Certificate of Authority to Sign Documents	
7	Record of Addenda to Tender Documents	
8	Proposed Amendments and Qualifications	
9	Schedule of Work Experience of Tenderer	
10	Schedule of Plant and Equipment	
11	Site Agent	
12	Daywork Schedule	
13	Works Programme	
14	Cashflow	
15	NQF Level 5 or 7 Qualifications in the implementation and supervision of Labour Intensive Methods	
16	Schedule of Local Labour Employment	
17	Contractor's CIDB Registration Certificate	
18	Compensation Fund Letter of Good Standing Compensation For Occupational Injuries And Diseases Act, 1993 (Act No. 130 Of 1993)	
19	Letter Of Intent For Performance Guarantee	
20	Company Registration Certificate / Agreement / Id Document	
21	Contractor's most recent municipal utility bill	
22	Original bank rating letter	
23	B-BBEE verification certificate	
24	Procurement above R10m	

25	Contractors certificate of undisputed commitments	
26	MBD 6.2 – Local content	
DOC	Other documents that will be incorporated into the contract. The offer portion of the C1.1 Offer and Acceptance	
	Contract Data (Part 2)	
	Form of Guarantee	
	Occupational Health and Safety Agreement	
	Bills of quantities	

RETURNABLE SCHEDULE 1

CENTRAL SUPPLIER DATABASE

With effect from 1 July 2016, Municipalities and Municipal Entities must use the CSD supplier number starting with (MAAA) which is auto generated by the Central Database System after successful registration and validation of the prospective provider as mandatory requirement as part of listing criteria for accrediting prospective provider in line with Section 14(1)(b) of the Municipal Supply Chain Management Regulations.

The tenderer shall attach hereto the print out confirming the supplier CSD number.

We hereby confirm that our CSD supplier number is as follows:-

MAAA.....

I, the undersigned,..... hereby
certify that the information on this form is correct.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of 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, hareholder²):.....
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	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 ☐
4.7.1	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

SCHEDULE 2: MBD 6.1 PREFERENCE POINTS CLAIM FORM

MBD 6.1

SCHEDULE 2: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

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

(b) Either the 80/20/or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) **“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;
- c) **“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;
- d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- g) **“prices”** includes all applicable taxes less all unconditional discounts;
- h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

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

4.1 In terms of Regulation 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. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

6.1 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 a sworn affidavit.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in 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
- (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SCHEDULE 3

FORM MBD - 9 (CERTIFICATE OF INDEPENDENT BID DETERMINATION)

[The Tender shall complete and sign the MBD 9 schedule. Failure to complete and sign will invalidate the tender]

- 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 *per 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.

MBD 9

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.

NAME OF THE BIDDER

.....
NAME OF THE PERSON

.....
POSITION

.....
SIGNATURE

.....
DATE

SCHEDULE 4

TAX COMPLIANCE STATUS (TSC)

Section 112(1)(l)(iii) of the Municipal Finance Management Act, 2003 (Act 56 of 2003) (MFMA) read together with Regulation 43 of the Municipal SCM Regulations, prohibits municipalities or municipal entities from awarding bids to persons whose tax matters have not been cleared by SARS.

[The Tenderer shall provide hereto his or her unique SARS compliance clearance pin. Failure to submit the compliance status pin shall invalidate the tender]

TAX COMPLIANCE STATUS VERIFICATION PIN NUMBER	
--	-------

MBD 2

TAX COMPLIANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT –

1. The taxes of the bidder must be in order, or that satisfactory arrangements have been made with the South African Receiver of Revenue to meet his / her tax obligations.
2. The Tenderer shall provide his or her unique SARS Tax Compliance Status Pin and attach a copy of the Tax Compliance Tax Status Pin Report.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.
4. Any Failure to Provide and Attach the above Tax Compliance Status Pin shall invalidate the bid (*This also applies to JVs*)

**SCHEDULE 5: CERTIFICATE OF ATTENDANCE
AT CLARIFICATION MEETING
(Not Applicable)**

This is to certify that:

_____ (Tenderer)

of _____ (address)

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

Umzinto town hall

on _____ 20 _____ starting at 10h00am.

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 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 _____ Date & Time _____

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

Name _____ Signature _____

Capacity _____ Date & time _____

SCHEDULE 6: CERTIFICATE OF AUTHORITY TO SIGN DOCUMENTS

Indicate the status of the tenderer by ticking box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I, _____, chairperson of the board of directors of _____ hereby confirm that by resolution of the board (copy attached) taken on _____ 20____, Mr/Mrs _____ acting in the capacity of _____, was authorised to sign documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness:

1. _____ Chairman
2. _____ Date

B. Certificate for Partnership

I, the undersigned, being the key partners in the business trading as _____ hereby authorise Mr/Mrs _____ acting in the capacity of _____, to sign all documents in connection with the tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms _____ as authorised signatory of the
company _____

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

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

D. Certificate for Sole Proprietor

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

As witness:

1. _____

2. _____

Signature: sole owner

Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading

as _____ hereby authorise

Mr/Mrs _____ acting in
the capacity of _____, to sign all documents in connection
with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key members upon who rests the direction of the affairs of the close Corporation as a whole.

SCHEDULE 7: 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. Failure to acknowledge receipt, record and attach addenda to tender documents will invalidate your tender.

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 8: 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.

If no deviations or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

Page/ item	Proposal

Number of sheets appended by the tenderer to this schedule(If nil enter NIL)
(Enter number in word form: e.g. TEN)

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 9: SCHEDULE OF WORK EXPERIENCE OF TENDER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule shall invalidate the tender.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 10: SCHEDULE OF PLANT AND EQUIPMENT

Tenderers shall state below what construction plant will be available for this Contract. The tenderer shall differentiate, if applicable, between construction plant immediately available and construction plant which will become available by virtue of outstanding orders, and indicate what further construction plant will be acquired or hired for the work should the tenderer be awarded the Contract.

- (a) Details of major equipment that is owned by and immediately available for this contract.

CONSTRUCTION PLANT IMMEDIATELY AVAILABLE			
Description	Size	Capacity	Number

Attach additional pages if more space is required.

- (b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable.

CONSTRUCTION PLANT THAT WILL BE ACQUIRED / HIRED					
Description	Arrangements Made	Delivery Date	Size	Capacity	Number

Attach additional pages if more space is required.

Signed

_____ Date _____

Name

_____ Position _____

Tenderer

SCHEDULE 11: SITE AGENT

Tenderers must complete the questionnaire hereunder giving full details of the Site Agent who will be employed on the project.

FULL NAME OF SITE AGENT : _____

HOW LONG HAS HE BEEN WITH YOUR COMPANY (YEARS)? _____

WILL HE BE USED FULL TIME ON THIS CONTRACT? YES/NO

WILL HE ATTEND ALL REGULAR SITE MEETINGS? YES/NO

DETAIL BELOW THE QUALIFICATIONS OF THE SITE AGENT :

NQF RATING _____

DETAIL BELOW THE RELEVANT EXPERIENCE OF THE SITE AGENT ON SIMILAR PROJECTS :

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 12: DAYWORK SCHEDULE

This Daywork Schedule will be used at the discretion of the Engineer for valuation of extra work which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour and materials shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

Failure to complete this Schedule may result in the Tender not being considered.

A. LABOUR

Normal Working Time:

1	Labourers	R	per hour plus	%	"On-Cost"
2	Gangers	R	per hour plus	%	"On-Cost"
3	Tradesmen	R	per hour plus	%	"On-Cost"
4	Other				
	(a)	R	per hour plus	%	"On-Cost"
	(b)	R	per hour plus	%	"On-Cost"

Overtime

1	Labourers	R	per hour plus	%	"On-Cost"
2	Gangers	R	per hour plus	%	"On-Cost"
3	Tradesmen	R	per hour plus	%	"On-Cost"
4	Other				
	(a)	R	per hour plus	%	"On-Cost"
	(b)	R	per hour plus	%	"On-Cost"

B. PLANT

DESCRIPTION	TYPE	ESTABLISHMENT AND DE-STABLISHMENT COST	RATE PER HOUR	
			WORKING	STANDING
Trucks and ADTs				
Bulldozers				

Excavators				
Tractor & Trailer				
Loaders				
Graders				
Tractor – Loader – Backhoe				
Water Pumps and Leadings				
Compressor including Hammers and Hoses				
Other				

C. MATERIAL

The Tenderer shall state here the percentage “On-costs” that should be added to the basic price of materials: _____%

SCHEDULE 13: WORKS PROGRAMME

The tenderer shall attach a preliminary programme, to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and rate of progress of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

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

SCHEDULE 14: CASHFLOW

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10.1 of the General Conditions of Contract, which he/she estimates will arise based on his/her preliminary programme and tendered rates, in the table below. ***The total of the monthly amounts shall be equal to the tender sum.***

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
SUBTOTAL	R
CONTINGENCIES (5%)	R
SUBTOTAL	R
VAT (15%)	R
TOTAL (INCLUDING VAT @ 15%)	R

SCHEDULE 15: NQF REQUIREMENTS

[The Tenderer shall attach hereto the NQF Level 5 or 7 Qualifications in the implementation and supervision of Labour Intensive Methods.]

SCHEDULE 16: SCHEDULE OF LOCAL LABOUR EMPLOYMENT

That local labour must be employed in terms of the EPWP and 80% from within the ward and 20% within all wards of the Municipality.

	Total	Men	Women	Youth		Disabled	
				Male	Female	Male	Female
No of Persons planned to be employed							
Average length of employment (days)							
No. of planned person days							

NON-ACCREDITED TRAINING

Training Type	Planned no. of persons to be trained	Average length of planned training	Men	Women	Youth		Disabled	
					Male	Female	Male	Female
Administration								
Technical								
Lifeskills								
Vocational skills								
Business skills								
Skills training								
Total Training								

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

NOTE:

Tenderers are to submit monthly Local Labour Employment Schedule and Local Labour Training Schedule with their monthly payment certificates.

SCHEDULE 17: CONTRACTOR'S CIDB REGISTRATION CERTIFICATE

[The Tenderer shall attach hereto the Contractor's CIDB Registration Certificate. Failure to submit shall invalidate the tender]

**SCHEDULE 18: LETTER OF GOOD STANDING FOR COMPENSATION
FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993
(ACT NO. 130 OF 1993)**

**[The Tenderer shall attach hereto a copy of a Valid Letter of Good Standing
Failure to submit, shall invalidate the tender.]**

SCHEDULE 19: LETTER OF INTENT FOR PERFORMANCE GUARANTEE

In terms of Clause F2.1 of the Tender Data the Employer may make inquiries to obtain the Tenderer's ability to source a performance guarantee

To that end the Tenderer must provide with his tender a letter of intent certified by his banker / insurer, to the effect that he is be able to provide a 10% Performance Guarantee of the tendered amount.

[The Tenderer shall attach hereto the Tenderer's Letter of Intent for Performance Guarantee. Failure to submit the certificate with the tender will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract]

SCHEDULE 20: COMPANY REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

[Certified Copies of Registration for Companies, Close Corporation and Partnerships, or Agreements and Power of Attorney for Joint Ventures, or ID Documents for Sole Proprietors, all as referred to in the foregoing forms and T2.1 to be inserted here]

SCHEDULE 21: CONTRACTOR'S MUNICIPAL UTILITY BILL

[A certified copy of the most recent municipal account (not older than 3 months) in which the business is registered. District municipality (water) and Local municipality (rates, electricity and other) or if the bidder is a tenant then a letter or certificate from the landlord indicating that the levies are not in arrears. Should the above not be applicable, the service provider shall submit an affidavit.

Failure to submit the above will invalidate the tender]

SCHEDULE 22: ORIGINAL BANK RATING LETTER

[The tenderer shall attach hereto an original bank rating letter from a registered financial institution.]

The minimum acceptable bank rating codes are as follows:-

- A – undoubted / excellent**
- B – good for amount quoted**
- C – average / good if strictly in the line of business**
- D – fair trade risk**

SCHEDULE 23: B-BBEE VERIFICATION CERTIFICATE

[The Tender shall attach a valid original or a certificated copy of the BBBEE Verification Certificate. Failure to submit the certificate will result in a score of zero points]

Failure on the part of a bidder to 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 a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

SCHEDULE 24: PROCUREMENT ABOVE R10M

[If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer is required by law to prepare annual financial statements for auditing, the audited annual financial statements for the past three years, or since the Tenderer's establishment (if established during the past three years) must be attached to this schedule. Failure to submit the above shall invalidate the tender]

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 for the past three years or since the date of establishment if established during the past three years.

.....

.....

- 2 Do you have any outstanding undisputed commitments for municipal services towards any 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.

.....

.....

.....

.....

* Delete if not applicable

***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

.....

.....

***YES / NO**

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

SCHEDULE 25: CONTRACTOR'S CERTIFICATE OF UNDISPUTED COMMITMENTS

(Only applicable for tenders above R10m)

The tenderer shall attach hereto the contractor's certificate of undisputed commitments. Signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or any service provider in respect of which payment is overdue for more than 30 days.

Failure to submit this certificate with the tender will lead to the conclusion that the tenderer is not cleared with municipal services, obligations and therefore not eligible to tender.

SCHEDULE 26: LOCAL CONTENT

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 this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

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

3. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by 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.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the 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: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.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: _____

FOR OFFICE USE ONLY

This is to certify that I have read and checked this document and it is in line with National and Provincial Treasury Requirements/Regulations.

SCM MANAGER:

SIGNATURE:

DATE:

PART C1: AGREEMENTS AND CONTRACT DATA

UMDONI MUNICIPALITY
TENDER NO. 19/2021 MN: 310/2021
THE COMPLETION OF RE-GRAVELLING OF LANGA ROAD IN WARD 11

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: **TENDER NO. 19/2021 MN: 310/2021: THE COMPLETION OF RE-GRAVELLING OF LANGA ROAD IN WARD 11**

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.

For the Tenderer

Signature: *(of person authorised to sign the Tender):*

Name: *(of signatory in capitals):*

Capacity: *(of signatory):*

Name of tenderer: *(organisation):*

Address:

Telephone number: **Fax Number:**

Witness Name: **Signature:**

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 Parts C1 to C4 above.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any) **or at any other date stipulated by Umdoni Municipality and agreed by the Tenderer**. Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Name of Employer: UMDONI MUNICIPALITY

Address: CNR Bram Fisher & Williamson Street, Scottburgh, KwaZulu-Natal

Witness Name: **Signature:**

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 arrangements 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 tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Tenderer:

Signature: _____

Name: _____

Capacity: _____

Name of Organisation: _____

Address: _____

Witness Signature: _____

Witness Name: _____

Date: _____

For the Employer:

Signature: _____

Name: _____

Capacity: _____

Name of Organisation: _____

Address: _____

Witness Signature: _____

Witness Name: _____

Date: _____

CONFIRMATION OF RECEIPT

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

The _____ (day)

Of _____ (Month)

20 _____ (year)

For the Tenderer:

Signature: _____

Name: _____

Capacity: _____

Name of Organisation: _____

Address: _____

Witness Signature: _____

Witness Name: _____

UMDONI MUNICIPALITY
TENDER NO. 19/2021 MN 310/2021
THE COMPLETION OF RE-GRAVELLING OF LANGA ROAD IN WARD 11

C1.2 CONTRACT DATA

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition) 2015

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

CONTRACT SPECIFIC DATA

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

Clause 1.1.1.13:

The Defects Liability Period is 6 months.

Clause 1.1.1.14:

The time for achieving Practical Completion is **24 weeks**, exclusive of the 21 day period referred to in Clause 5.3.2 below, and exclusive of non-working days referred to in Clause 5.8.1 below and exclusive of special non-working days (Clause 5.8.1).

Clause 1.1.1.15

The **Employer** is Umdoni Municipality, represented by The Municipal Manager and/or such person or persons duly authorised thereto by the Employer in writing and is referred to in this Contract Document by the terms "Employer" as the context provides.

Clause 1.1.1.16

The **Engineer**, referred to in the documents, is the firm of Consulting Engineers, Urbanru (Pty) Ltd, acting through a Director, an Associate or an official authorised thereto in writing.

Clause 1.1.1.28

Replace with the following:

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

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

Add the following Clause after Clause 1.1.1.34

1.1.1.35 **“Drawings”** means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

Clause 1.2.1.2

The address of the Employer is: P.O. Box 19
Scottburgh
4180

The address of the Engineer is: P.O.Box 2599
KwaDukuza
4450

Clause 3.1.3:

The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

1. Nominating the Engineer's Representative in terms of Clause 3.2.1.
2. The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7.
3. Providing consent for subcontracting part of the contract in terms of Clause 4.4.
4. Authorizing the Contractor to repair and make good excepted risks in terms of Clause 8.3.
5. The issuing of a variation order in terms of Clause 6.3.2.
6. Granting permission to work during non-working times in terms of Clause 5.8.1.
7. Suspend the progress of the works in terms of Clause 5.11.1.
8. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3 and 5.12.4.
9. The approval of any extension of time for completion in terms of Clause 5.12.1.
10. The reduction of a penalty for delay in terms of Clause 5.13.2.
11. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
12. The giving of a ruling on a contractor's claim in terms of Clause 10.1.5.
13. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.1.

Clause 4.3:

- 4.3.1 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 N° R63 of 25 January 2002 shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

Add the following clause after Clause 4.3.2.:

- 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 there under.

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 Licensed Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timorously renewed in order that it remains in full force for the duration of the Contract.

Clause 4.5.2

Replace the term "Safety" with "Occupational Health and Safety"

Clause 5.3.1:

The Contractor shall commence executing the Works within 21 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the following specified items have been submitted and approved:

- (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) Occupational Health and Safety Agreement (C1.4 of the Contract Document)
- (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
- (7) Detailed methodology of how the contractor intends to implement the works and Quality Control Forms associated with each element of works to be constructed.

Furthermore, the Contractor must ensure that he obtains the necessary wayleaves in order to carry out the Works within the servitudes of all Authorities with presiding jurisdiction within the bounds of the site. All costs associated with obtaining such wayleaves and conditions required thereof are for the Contractor's account and must be included in the rates.

Clause 5.3.2:

The time to submit the documentation required before commencement with Works execution is 14 days from the Commencement Date.

Clause 5.4.2:

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.

Add the following clause after Clause 5.4.3:

5.4.4 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.

Clause 5.5.1

The Works shall be completed within the time frame stipulated or tendered (if applicable) in Schedule 8, exclusive of non-working and special non-working days and the year-end break and inclusive of the 21 day period referred to in Clause 5.3.1 above. (5 working days comprise one week.)

Clause 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 as per the Civil Engineering Industry Annual Shut-down published by SAFCEC (www.safcec.org.za).

Clause 5.9

Add the following Clauses after Clause 5.9.7:

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

Clause 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.

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	8 days
April	7 days
March	7 days
April	4 days
May	2 days
June	1 days
July	2 days
August	3 days
September	4 days
October	7 days

November 8 days
December 8 days

Only in the case of days lost in excess of the above working days will the Engineer grant an extension of time for all full days (excluding Saturdays, Sundays and special non-working days) on which the Engineer certifies that no work was possible due to inclement weather. All claims for extensions of time due to inclement weather submitted to the Engineer by the Contractor shall be accompanied by substantiating facts and evidence.

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.

Notwithstanding Clause 5.12.2.2 of the GCC (2015) or any of the above, the Client will only entertain an extension of time without financial remuneration. Should the contractor wish to allow for this, he shall do so in his rates.

Clause 5.12.3

Add the following to Clause 5.12.3

The cost of time related general items will be calculated on the basis of the number of weeks in Clause 5.5.1 less the 21 day period referred to therein.

Clause 5.13.1:

The following penalties will apply:

- **R5 000** per calendar day for failure to complete the Works in accordance with the Milestone Dates as set out in Section C3.3.1.1.
- **R10 000** per calendar day for the removal of plant from site without the Engineer's written consent.
- **R1000** per calendar day for the late payment of local labour.

Clause 5.16.3:

The latent defects period is **10** years

Clause 6.2.1:

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date. 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.

Clause 6.2.2:

Delete Clause 6.2.2 in its entirety.

Clause 6.5.1.2.3:

The percentage allowance to cover overhead charges is 10%

Clause 6.8.2:

Add the following to Clause 6.8.2:

The Contract Price will not be subject to contract price adjustment.

Clause 6.8.3

Price adjustments for variations in the costs of special materials are not allowed.

Clause 6.8.4:

Add the following to Clause 6.8.4:

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

Clause 6.10

Add the following to Clause 6.10:

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 6.10.1.5:

The percentage advance on materials not yet built into the Permanent Works is **80%**.

Clause 6.10.3:

Add the following to Clause 6.10.3:

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of **10%** of the said amounts due to the Contractor, limited to **5%** of the Net Tender Price. A guarantee in lieu of retention is not permitted.

Clause 6.10.4:

Replace with the following:

The Engineer shall deliver to the Employer and the Contractor the payment certificate referred to in Clause 6.10.1 within 7 days of the receipt by the Engineer of the Contractor's said statement. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2. The Employer shall pay the amount due to the Contractor within 30 days of the approval of the payment certificate by the Employer. Payment shall be subject to the Contractor submitting a tax invoice, if required by law, to the Employer for the amount due. Invoices must be clearly marked with the Contract and must be addressed to the Umdoni Municipality.

Notwithstanding the above, the Engineer 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 C31: Description and Management of the Works.

Clause 6.10.9:

Replace with the following:

Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved). The Engineer shall within 14 days issue to the Employer and the Contractor a Final Payment Certificate, the amount of which shall be paid to the Contractor within 30 days of the approval of the Final Payment Certificate by the Employer, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R 0.00 (Nil)**.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 10% of the value of repairing works

Clause 8.6.1.3:

The limit of indemnity for liability insurance is **R5 000 000.00** for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

Clause 8.6.1.5:

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

- (e) The insurance policy held by the Contractor shall cover “wet risks” because a portion of the works will be in the confines of an existing river and storm-water channel.
- (f) Professional Indemnity Insurance providing cover in an amount of not less than **R5 000 000.00** in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

Clause 8.6.6:

The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty worded precisely as given in part C1.6 Insurance Broker's Warranty.

Clause 9.2.1:

Add the following to Clauses after Clause 9.2.1.3.7:

9.2.1.3.8 The Contractor fails to provide the required guarantee and insurances within the prescribed time.

9.2.1.3.9 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.

Clause 10.5.3:

The number of ad-hoc Adjudication Board Members to be appointed is 1(one).

ADDITIONAL CONDITIONS OF CONTRACT

Add the following clause after clause 10

Clause 11: Details to be confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Engineer.

Clause 59: Contractor to Provide Everything Necessary

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

Part 2: Data provided by the Contractor

GCC Clause	Information								
Clause 1.1.9	The name of the Contractor is								
Clause 1.2.1.1	The address of the Contractor is: <table border="0"> <thead> <tr> <th><u>Physical</u></th><th><u>Postal</u></th></tr> </thead> <tbody> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td></tr> </tbody> </table>	<u>Physical</u>	<u>Postal</u>						
<u>Physical</u>	<u>Postal</u>								
.....									
.....									
.....									
Clause 1.2.1.2	Tel: Fax: Email:								

UMDONI MUNICIPALITY
TENDER NO. 19/2021 MN 310/2021
THE COMPLETION OF RE-GRAVELLING OF LANGA ROAD IN WARD 11

C1.3 PRO FORMA FORM OF 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:

“Engineer” 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

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

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue by this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer 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 acknowledge 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 Engineer in an interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject 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 provision/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 Contractor 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 and 5, shall be regarded as a liquid document for the purpose of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at:

Date:

Guarantor's Signatory (1):

Capacity:

Guarantor's Signatory (2):

Capacity:

Witness signatory (1):

Witness signatory (2):

UMDONI MUNICIPALITY
TENDER NO.19/2021 MN: 310/2021
THE COMPLETION OF RE-GRAVELLING OF LANGA ROAD IN WARD 11

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT IN TERMS OF SECTIONS 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No. 85 OF 1993

This Agreement is made between _____

(hereinafter called the EMPLOYER) of the one part herein represented by: _____

in his capacity as: _____

AND: _____

(hereinafter called the CONTRACTOR) of the one part herein represented by: _____

in his capacity as: _____

duly authorized to sign on behalf of the CONTRACTOR.

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

TENDER NO. 19/2021 MN 310/2021: THE COMPLETION OF RE-GRAVELLING OF LANGA ROAD IN WARD 11

For the construction, completion and maintenance of the works;

NOW THEREFORE the parties agree as follow:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

on this _____ day of _____ 20

SIGNATURE: _____

NAME AND SURNAME: _____

CAPACITY: _____

WITNESS: 1. _____

2. _____

Thus signed at _____ for and behalf of the **EMPLOYER**

on this _____ day of _____ 20

SIGNATURE: _____

NAME AND SURNAME: _____

CAPACITY: _____

WITNESS: 1. _____

2. _____

**HEALTH AND SAFETY CONTRACT BETWEEN EMPLOYER AND CONTRACTOR IN
TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85
OF 1993**

Written agreement between Umdoni Municipality (hereinafter referred to as “the Employer”)

and _____ (hereinafter referred to as “the
mandatory”) as envisaged by Section 37 (2) of the Occupational Health and Safety Act, No. 85.
of 1993 as amended.

I _____

representing _____ (mandatory) do

hereby

Acknowledge that _____ (mandatory) is

an employer in its own right and shall be regarded as the employer for purposes of the contract
work specified in the body of the principal agreement with duties as prescribed in the
Occupational Health and Safety Act No. 85 OF 1993 as amended so as to ensure that all work
will be performed or machinery and plant used in accordance with the provisions of the said Act.
I furthermore agree to comply with the requirements of the Employer as contained in the
Occupational Health and Safety Specification included with the principal agreement and to liaise
with the employer should I, for whatever reason, be unable to perform in terms of this
agreement.

Signed this _____ day of _____ at _____

Signature on behalf of mandatory _____

Signature on behalf of Employer _____

Compensation Fund Registration No. of mandatory _____

Good standing Certificate: ☐ yes ☐ no (tick one box)

HEALTH AND SAFETY CONTRACT: GENERAL INFORMATION

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No. 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including agent, a contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery.
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandatories (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandatories must be familiar with the relevant provisions of the Act.
6. Mandatories who utilise the services of their own mandatories (subcontractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to conduct the employer in the event of inability to perform as per this agreement. The employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the Contractor.
9. The contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of Umdoni Municipality in this respect.
10. The Work to be done is: **The Completion of Re-gravelling of Langa Road in 11**
11. The area in which the work is to be conducted is Ward 11, Umdoni Municipality.
12. The Contractor shall familiarize himself with such area and all risks existing thereon and undertakes to report to the representative of the Umdoni Municipality any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the contractor to all persons working on or coming into this area.

OCCUPATIONAL HEALTH AND SAFETY INDEMNITY UNDERTAKING

I, the undersigned _____
in my capacity as _____
of the firm _____

1. Hereby undertake to ensure that I/my firm and/or subcontractors and/or his employees -
 - 1.1 comply strictly with the provisions of the Occupational Health and Safety Act of 1993 (as amended) and/or the regulations promulgated in terms thereof, with specific reference to section 37 (2) of the said act, as well as any relevant work in, to or on any Umdoni Municipality buildings, construction sites and/or premises;
 - 1.2 ensure that consultants and/or visitors comply with any instructions and measures relating to occupational health and safety, as prescribed by Umdoni Municipality; and
 - 1.3 comply strictly with the statutorily prescribed work systems, operational equipment, machinery and occupational health and safety conditions;
2. and as an independent employer and contractor, hereby indemnify, in terms of the above undertakings, Umdoni Municipality -
 - 2.1 in respect of any costs that I/my firm and/or employees and/or subcontractors and their employees may incur of necessity in compliance with the above undertakings; and
 - 2.2 against any claims that may be instituted against Umdoni Municipality and/or any liability that Umdoni Municipality may incur, whether instituted and/or caused by me/my firm's employees, agents, consultants, subcontractors and/or their employees and visitors or Umdoni Municipality clients or neighbors in respect of any incidents related to my/my firm's activities and as a result of which the occupational health and safety of the persons involved have been detrimentally affected; and
 - 2.3 against similar claims that I, managers or directors of my firm may have against Umdoni Municipality and any damages for which I, managers or directors of my firm hold Umdoni Municipality liable.
3. My Firm's compensation commissioner number is _____ and I confirm that my firm and its subcontractors' fees have been paid up and obligations in respect of the compensation commissioner have been complied with and further that I shall furnish proof thereof in writing on request.
4. I hereby confirm that I have authority to sign this indemnity undertaking and that Umdoni Municipality is not obliged to confirm such confirmation.

Signed at _____ this _____ day of _____

Signature

Capacity

As witnesses:

1. _____

2. _____

PART C2: PRICING DATA

UMDONI MUNICIPALITY
TENDER NO. 19/2021 MN 310/2021
THE COMPLETION OF RE-GRAVELLING OF LANGA ROAD IN WARD 11

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SABS 1200 Standardized Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, General.

2. The units of measurement described in the Bills of Quantities are metric units.

Abbreviations used in these Bills of Quantities are as follows:

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

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

-
4. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
 5. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
 6. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
 7. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
 8. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
 9. Short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
 10. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.
 11. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI filled in against every item so designated The works, or parts of the work so designated are to be constructed using Labour-intensive methods only.
 12. Where brand is specified similar or equivalent approved will suffice.

UMDONI MUNICIPALITY
TENDER NO. 19/2021 MN 310/2021
THE COMPLETION OF RE-GRAVELLING OF LANGA ROAD IN WARD 11

C2.2 BILL OF QUANTITIES

TABLE OF CONTENTS

	Page
BILL OF QUANTITIES	110
TENDER SUMMARY	122

PART C3: SCOPE OF WORK

UMDONI MUNICIPALITY
TENDER NO. 19/2021 MN 310/2021
THE COMPLETION OF RE-GRAVELLING OF LANGA ROAD IN WARD 11

C3.1 DESCRIPTION AND MANAGEMENT OF THE WORKS

C3.1.1 Miscellaneous

The Project Specifications form an integral part of the contract documents and supplement the Standard Specifications.

In the event of any discrepancy with any part of the Standard Specifications or the Bill of Quantities, the Project Specifications shall take precedence. In the event of a discrepancy between the Standard Specifications and GCC 2015 the Standard Specifications shall take precedence.

The Standard Specifications, which form part of this Contract, have been written to cover all phases of work normally required for bush clearing contracts and they may therefore cover items not applicable to this particular Contract.

C3.1.2 Employer's Objectives

Umdoni Municipality's primary objective of the project is the betterment and re-gravelling including provision of a stream crossing and other associated storm-water infrastructure of the existing alignment of the informal earth track which is in a very poor condition. During construction the project will create temporal employment opportunities for local labour through the implementation of Labour Intensive Construction (LIC) methods under the Expanded Public Works Programme (EPWP) wherever practical. Further, local emerging contractors will be sub-contracted by the main contractor for certain work packages where practical to improve and develop their practical and management experience.

C3.1.3 General Description of the Works

The project is located in the Amalangen area within Ward 11 of Umdoni Municipality.

The project consists of the betterment (engineered) and re-gravelling of the existing informal Langa Road located in Ward 11 which is 4911 meters long. The road will be geometrically aligned and constructed to conform to the KwaZulu-Natal Department of Transport (KZNDOT) Type 7A Local or By-Road Standard which basically consists of earthworks to a clear width of 5 meters; a 150mm Gravel Wearing Course, associated storm-water drainage, retaining structures and ancillary works. On steeper gradients the gravel wearing course will be substituted with a concrete wearing course. The road will serve as an access road to and between communities.

C3.1.4 Description of Site and Access

The site is located in the Amalangen area within Ward 11 of Umdoni Municipality. Access to the site is via P197-3 and existing municipal access roads.

C3.1.5 Nature of Ground and Subsoil Conditions

The roads are generally in either Dwyka Tyllite or sandstone soils which are in various states of weathering. The gravel roads to be upgraded have been in existence for a number of years. Failed localised sections/areas in these roads have manifested themselves over the years and the lower road layers have been repaired. The need for a selected layer is therefore not anticipated and the structural layers of the road will consist of a ripping and re-compacting existing in-situ material, constructing a gravel wearing course. Containment and provision of Subsoil Drainage system is advised as the road traverses high water table catchment with visible seepage at certain sections.

C3.1.6 Details of Contract

The major items of construction are as follows:

- i. Earthworks to produce the formation of roads.
- ii. Preparation of sub-grade.
- iii. The construction of side drains, subsoil drains, catch pits, manholes pipe drains and drains for storm water drainage.
- iv. Top soiling and grassing.

C3.1.7 CONSTRUCTION PROGRAMME

The construction programme is as per time stipulated in Clause 1.1.1.14.

C3.1.8 OTHER CONTRACTORS

There will be no other contractors operating within the boundaries of the site.

C3.1.9 SPOIL, BORROW AND OVERHAUL

Cut material may prove unsuitable for general fill. This material will have to be spoiled in an approved spoil area as approved by the engineer. All spoiled material will be neatly spread and top-soiled over if disposed on site.

All haul within the boundaries of site will not qualify for overhaul.

Overhaul of borrow material will be taken as 2km free haul measured one way.

Overhaul of spoil material will be taken as 2km free haul measured one way.

No overhaul will be paid for material from commercial sources.

C3.1.10 ACCOMMODATION OF TRAFFIC

Partial road closure will be permitted to allow traffic to use one lane for both directions. In cases where total road closure is required, due prior notice will be given to the public by means of boards erected at each end of the road closure.

All access points are to be provided with adequate temporary construction signage in accordance with the SADC Road Traffic Signs Manual 3 Edition to warn the travelling public regarding construction vehicles.

Where, in the sole discretion of the engineer, sight distance are deemed inadequate to endure safety, access points are to be controlled by suitably qualified and equipped labour during all construction hours.

Stop/Go facilities will be required for controlling the travelling public as well as flagmen.

All costs resulting from the requirements for accommodation of traffic are deemed to be included in the rate for accommodation of traffic in the Preliminary and General section.

C3.1.11 SITE FACILITIES AVAILABLE

C3.1.11.1 Location of Site Camp

The contractor is permitted to locate his offices, offices for storage facilities, workshops, latrines, etc. in the designated area in the vicinity of the site.

C3.1.11.2 Source of Water Supply

The contractor shall make his own arrangements for a water supply connection. The contractor shall bear the cost of all water including a connection fee.

C3.1.11.3 Source of Power Supply

The Contractor will be required to provide all his own cabling and metering requirements to his site camp and pay all the requisite and consumption charges for whatever temporary power supplies he may require for his use on the site and his rates will be held to include for all such costs and charges.

C3.1.11.4 Site Facilities

The contractor shall provide on the camp site, office accommodation and all associated facilities required for the adequate supervision, control and execution of the works.

The area occupied shall be neatly fenced off to denote its limit. The contractor shall be responsible for the proper upkeep and control of the area for the duration of the contract and all structures and buildings shall be kept in good repair. The contractor must not cut down or damage any trees nor make any excavation without written permission of the Engineer.

The contractor will be required to restore the site to its original condition on Completion of the Works.

C3.1.11.5 Engineer's Office

An office for the Engineer is not required.

C3.1.11.6 Laboratory Facilities

No testing laboratory is required for use by the Engineer.

C3.1.11.7 Sanitary Facilities

The Contractor shall provide such screened latrines as are necessary for his employees, the siting of which shall be to the satisfaction of the Engineer and in accordance with the requirements of Government, Provincial and/or Local Authority.

Chemical toilets shall be used and these shall be kept in a thoroughly clean and sanitary condition.

These facilities shall be provided within two days of the commencement of the works and the contractor shall strictly enforce their use.

C3.1.11.8 Facsimile and Photostat Facilities

Facsimile and Photostat facilities are not required.

C3.1.11.9 Refuse Containers and Disposal

Adequate containers for collection of refuse shall be provided by the contractor. All containers shall have this. Arrangements for refuse disposal shall be made with the relevant authority.

C3.1.11.10 Parking Facilities

Covered parking bays are not required by the Engineer.

C3.1.11.11 Housing Facilities

The contractor will not be required to provide housing facilities for the Engineer's staff.

C3.1.11.12 Vehicles

The contractor will not be required to provide vehicles for the Engineer's staff.

C3.1.12 FEATURES REQUIRING SPECIAL ATTENTION

C3.1.12.1 Existing Services

The contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, crops, buildings, properties, road structures, pipelines, places and things, in the vicinity of the Works and so as not to interfere in any way at any time with the smooth and continuous operation of the existing services.

C3.1.12.2 Labour and Remuneration

As far as practicably possible, the contractor shall employ all labour from the adjoining communities and provide the labour with practical on the job training.

It is noted that this contract is the first of a number in the area over the next few years, and that it provides the opportunity for skilled training and continuing use thereafter.

The contractor is to ensure that the minimum gazetted wage rates payable to labourers in the Civil Engineering Industry applicable to the area under construction are adhered to for labour employed directly by the Contractor or by his sub-contractors.

C3.1.12.3 Accommodation of Labourers

Sleeping accommodation will not be allowed on the site.

C3.1.12.4 Environmental

The project shall comply with environmental instructions.

C3.1.12.5 Finishing and Tidying

Progressive and systematic finishing and tidying must form an essential part of this Contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in 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 without thereby prejudicing the rights of others to institute claims against the contractor on the ground of unnecessary obstruction.

Finishing and tidying must not be deferred to the end of the Contract. The contractor will be entitled, subject to reaching prior agreement with the Engineer, to request that work in specific areas be inspected and certified as complete, prior to certification of completion of the whole of the Works included in the Contract, in accordance with the provisions of Clause 51, provided always that the Works in any such specific area will not be certified as complete, until the whole of the works within the specific area concerned, including all finishing and tidying has been fully completed to the satisfaction of the Engineer.

All finishing and tidying shall be carried out to the best advantage of the project as a whole and in the closest co-operation with other contractors.

C3.1.12.6 Dealing with Water

The contractor shall be responsible for dealing with all water during construction from whatsoever sources, and the cost of all dewatering unless otherwise itemised in the Bill of Quantities shall be deemed to be included in the tender price.

C3.1.12.7 Working Space

The contractor will be required to take due care for the protection of and will be liable for damage to, or physical loss of, property located outside of the area of works.

C3.1.12.8 Survey Control and Setting out of the Works

The contractor will receive all the required setting out data, in the form of co-ordinates for centre lines, as part of the construction drawings from which the contractor will set out the works.

It is the Contractor's sole responsibility to ensure that land survey beacons, plot boundary pegs, reference marks, etc. identified during establishment are not covered, disturbed or damaged.

The contractor will be held responsible for the cost of replacement, by a registered Land Surveyor, of any pegs disturbed during the operations on site.

Survey control will be provided to the contractor at the start of the contract. The contractor shall satisfy himself with the accuracy thereof and immediately bring any discrepancies to the attention of the Engineer.

C3.1.12.9 Occupational Health and Safety Act

The contractor will be required to implement and monitor all aspects of the Occupational Health and Safety Act (Act 85 of 1993) and the New Construction Regulations (2003).

C3.2. CONSTRUCTION

3.2.1 APPLICABLE SABS 1200 SPECIFICATIONS

The purposes of this contract the following Standardised Specifications shall apply (it should be noted that any reference to the new SANS and SABS numbering is interchangeable)

SABS 1200 A	: GENERAL
SABS 1200 C	: SITE CLEARANCE
SABS 1200 DA	: EARTHWORKS SMALL
SABS 1200 DB	: EARTHWORKS (PIPE TRENCHES)
SABS 1200 DK	: GABIONS AND PITCHING
SABS 1200 DM	: EARTHWORKS (ROADS, SUB-GRADE)
SABS 1200 G	: CONCRETE (STRUCTURAL)
SABS 1200L	: MEDIUM-PRESSURE PIPELINES
SABS 1200 GA	: CONCRETE (SMALL WORKS)
SABS 1200 LB	: BEDDING (PIPES)
SABS 1200 LE	: STORMWATER DRAINAGE
SABS 1200 LC	: CABLE DUCTS
SABS 1200 LD	: STORMWATER DRAINAGE
SABS 1200 LF	: ERF CONNECTIONS (WATER)
SABS 1200 ME	: SUBBASE
SABS 1200 MF	: BASE
SABS 1200 MK	: KERBING AND CHANNELLING
SABS 1200MM	: ANCILLARY ROADWORKS

3.2.2 The term project specifications appearing in any of the SABS 1200 standardised specifications must be replaced with the term scope of work.

3.2.3 The variations and additions to the specifications in 3.2.1 are as follows:

PSA GENERAL (SABS 1200 A)

PSA.1 MATERIALS (Clause 3)

PSA.1.1 Quality (Sub-clause 3.1)

All materials used on this contract shall comply with the requirements of the applicable SABS standard.

PSA.2 MEASUREMENT AND PAYMENT (Clause 8)

PSA.2.1 SCHEDULED FIXED-CHARGE AND VALUE RELATED ITEMS (Sub-clause 8.3)

PSA.2.1.1 Facilities for Contractor (Sub-clause 8.3.3.2 and 8.4.2.2)

PSA.2.1.1.1 Offices and Storage Sheds (Sub-clauses 8.3.2.2(a) and 8.4.2.2(a))

The Contractor's Office shall be large enough to act as conference room and seat at least 8 people. The office shall be furnished with 1 No. table 3000x1000 and air conditioner.

PSA.2.1.1.2 Laboratories [Sub-clauses 8.3.2.2(c) and 8.4.2.2(c)]

The Contractor will not be required to provide a laboratory. All testing of materials on this project may be carried out by a recognised laboratory, appointed by the Contractor and approved by the Engineer. The Contractor shall make arrangements for all testing required and provide the information to the Engineer.

The cost of normal process control testing shall be included in the relevant tendered rates.

PSA.2.1.1.3 Contractor to Provide "As-Built" Information (Sub-clause 8.3.3)

The Contractor is to provide a marked up plan at a scale of 1:500 of the completed bulk earthworks and finished profile of the road and a list of co-ordinate values for roads and services in addition to cover and invert levels for all manholes, catch-pits or other sewer or storm-water structures constructed during the course of the contract. Further, it is required that levels and co-ordinates be taken every 20,0 metres along the centre line of finished roads and co-ordinates be provided indicating kerbs, embankments, drains, subsoil drains, sidewalks, the ends of cable ducts and other services in the road reserve provided by the Contractor. This information shall be provided in ASCII format, Civil Designer or MAL file format together with all horizontal and vertical curve data for the complete work and shall be certified as a true and correct reflection of the finished works. Existing services provided by others shall also be shown. This work is to be done as and when each item/section is completed.

The price tendered for carrying out such work shall be inclusive of all costs, whether indirect or direct, to the Contractor. The survey need not be carried out by a registered Land Surveyor. The Fixed Charge shall cover all costs to provide the initial pre-construction survey. Time- Related costs shall cover all costs related to provision of the information on a monthly basis and the final marked up plan with ASCII and curve data.

A Certificate of Completion of Works will not be issued until such time as the Contractor provides the Engineer with the information requested.

PSA.2.2 SUMS STATED PROVISIONALLY BY ENGINEER (Clause 8.5)

PSA.2.2.1 Testing

The amount allowed for testing by the Engineer is for testing over and above the normal check tests required in the Contract. They will only be paid when instructed by the Engineer in writing as falling into this category. Where acceptance control tests ordered by the Engineer indicate that materials tested do not conform to the specification, the cost of such tests shall be to the Contractor's account and such costs may be deducted from amounts certified for payment for completed works. The carrying out of acceptance control tests by the Engineer in no way absolves the Contractor from performing his own process control testing, all results of which must be submitted to the Engineer. When submitting test results to the Engineer, full details shall be given to enable the Engineer to locate the test position and the material or service tested relevant to the written instruction. In the case of density testing the results shall be submitted together with sample identification of the relevant Modified AASHTO Maximum Density sample.

The Contractor shall also pay under this item for any Geotechnical investigations and testing arranged by the Engineer. Such tests will be paid as per instructions given. A 7.5% administrative fee will be paid to the Contractor to cover his costs for this unless otherwise stated by him. Any interest charges resulting from late payments by the Contractor will be for his own account.

See also PS.9. 3, PS.13, PSA 2.1.1.2, PSDM3.1, PSLD3 and PSME2.1.1 for tests not included under this item.

PSA.2.2.2 Payment to Authorities and Sub-Contractors

The amount allowed for payment to various authorities and nominated sub-contractors for relocation of services or graves will be based on actual invoices or contracted costs approved by the Engineer. The Contractor will be required to make arrangements for the removal of the services and or attend to sub-contractors in accordance with his programme and then make the necessary payments. These additional costs shall be covered in the percentage allowed for attendance, overheads and profits.

PSA.2.3 DAYWORKS (Sub-clause 8.7)

Standing Time

Compensation in terms of sub-clause 57(4) for delays due to the circumstances described in Sub-clauses 57(1) and (2) of the General Conditions of Contract, as amended

- a) During the initial and final stages of the contract.....Unit : day
- b) During the rest of the contract.....Unit : day

This item and the quantities stated in the Tender by the Engineer shall be deemed to be a "Provisional Item" or "provisional Sum" in the operation of Clause 53 and in paragraph (iii) of the definition of the parameter "S" in Clause 2 of the Contract Price Adjustment Schedule.

The unit of measurement shall be the aggregate number of working days delay which the Engineer may accept as having been suffered by the Contractor (including all fractions thereof) as a result of the circumstances described in Sub-clause 57(1) and 57(2) and the value to be used shall be the accumulative aggregate value of the parameter "D" as defined in Sub-clause 57(4) of the Conditions of Contract.

Payment at the tendered rate, together with any payments made to the Contractor in accordance with the provisions of Sub-clause 57(4) shall be deemed to be in full and final compensation in respect of all costs incurred and losses which may be suffered by the Contractor resulting from the circumstances described in Sub-sub-clauses 57(1) and 57(2).

For the purposes of payment, a distinction shall be made between delays occurring during the initial and final stages of the Contract on the one hand, and delays occurring during the balance of the contract period on the other hand. For the purposes of this clause, the initial and final stages of the Contract shall mean the periods during which the first and last FIFTEEN PERCENT (15%) of the value of the measured work respectively (excluding all payments in terms of Sub-clauses 49(2) and 49(3) of the General Conditions

of Contract, reductions for retention and payments in respect of Materials on Site) are constructed.

In accordance with the provisions of Sub-clause 57(4), no payment will be made under this payment item in respect of any of the circumstances described in Sub-clauses (1) and (2) which occur after the prevailing official Due Completion Date for the Contract.

PSA.2.4 TEMPORARY WORKS (Sub-clause 8.8)

PSA.2.4.1 Dealing with Traffic (Sub-clause 8.8.2)

Detours may only be constructed after approval by the Engineer.

PSAB ENGINEER'S OFFICE

PSAB.1 MATERIALS (Clause 3)

PSAB.1.1 NAMEBOARD (Sub-clause 3.1)

The Name board shall be to SABS 0120 Section AB and a layout design will be provided.

The Name board shall include among others the following: -

Client:

UMDONI MUNICIPALITY

Consulting Engineers:

Urbanru (Pty) Ltd

Contractor

NAME OF FIRM

PSAB.1.2 OFFICE BUILDINGS (Sub-clause 3.2) – **Not Applicable to this Contract**

The office building for the Engineer shall be constructed and equipped in accordance with Clause 3.2. A suitable ski cabin may be provided but not a caravan.

The building shall be completed, furnished and ready for use not later than two weeks after the commencement of the Contract.

It is expected that the Site Office provides a pleasant and clean working environment for the Resident Engineer and for the holding of Site Meetings.

In addition to the requirements of Clause 3.2 the Contractor will provide the following:

- (a) A car port for the sole use of the Resident Engineer.
- (b) A wall mounted air conditioning unit of minimum capacity of 9000 BTU.
- (c) One 1,2 m fluorescent light.
- (d) Two 15 Amp power plugs.
- (e) A wash-hand basin with a cold water tap.

	The Contractor shall supply lavatory facilities for exclusive use of the Engineer's site supervisory staff to the satisfaction of the Engineer
PSAB.2	PLANT (Clause 4)
PSAB.2.1	TELEPHONE, FACSIMILE AND PHOTOCOPY (Sub-clause 4.1) (N/A)
	The Contractor shall make arrangements with Telkom for two separate telephone connections, one for the Contractor's office and one for the Engineer's offices. Facsimile facilities and photocopy facilities shall also be available in the Site Agent's office.
PSAB.2.2	SURVEY EQUIPMENT
	The Contractor shall have available in good working order, and for use on site as and when required by the Engineer the following equipment: -
	1 No. Automatic level of modern manufacture and tripod 1 No. Tache staff (3 metre) 1 No. 100 metre measuring tape 1 No. 5 metre measuring tape 1 No. 2 Kg Hammer - Steel pegs and wooden pegs as required (material under day works)
	A digital camera is required to record special circumstances, pre-blasting information and progress on site.
	All equipment shall be subject to the prior approval of the Engineer. The equipment shall remain the property of the Contractor and shall be satisfactorily insured and maintained by him during the contract period.
	An item for payment for this equipment is included in the Preliminary & General section.
PSAB.2.3	STANDARD SPECIFICATION
	The Contractor shall supply one complete original set of each SABS 1200 Specifications and SABS 0120 Codes of Practice for the exclusive use of the Engineer. Payment for this shall be included in Preliminary & General rates for facilities for the Engineer.
PSDB	EARTHWORKS (PIPE TRENCHES) (SABS 1200D)
PSDB.1	<u>MATERIALS</u> (Clause 3)
PSDB.1.1	CLASSES OF EXCAVATION (Sub-clause 3.1)
	For the purposes of this Contract, the excavation categories in pipe trenches shall be defined as follows:
	a) Excavation less than 1,5m deep: material efficiently removed using the pick and shovel only. b) Intermediate excavation: material efficiently removed using pneumatic tools after hand excavation.

- c) Excavation depths exceeding 1,5m: material shall be removed by backhoe machine for safety reasons and shall include for both soft and intermediate material.
- d) Hard excavation: material efficiently removed only by blasting. Excavation of boulders exceeding 0,25m³ in volume will be classed as hard rock whether blasted or not.

The above classification shall apply to labour intensive excavation operations.

In instances where plant is permitted by the Engineer for usage in a) and b) above, no extra over payment will be made for intermediate material.

PSDB.1.2 SELECTION (Sub-clause 3.7)

The rates tendered for the supply and laying of pipes shall include for selecting bedding material from bulk and other excavations within the free-haul distance of 2km and transporting to trenches within the site where required. Payment for material required from borrow or commercial sources for bedding will only be made if the Engineer has agreed to this in writing after satisfying himself that no material is available from normal and bulk excavations.

PSDB.2 CONSTRUCTION (Clause 5)

PSDB.2.1 PRECAUTIONS RELATING TO EXPLOSIVES (Sub-clause 5.1)

With reference to sub-clause 5.1.1.3 of SABS 1200D or sub-clause 5.1.1.3 of SABS 1200DA, the Engineer shall be notified at least 24 hours beforehand of the Contractor's intention to use explosives on site. Where necessary a crack survey of surrounding structures supported by photographs shall be carried out.

PSDB.2.2 SITE CLEARANCE AND REINSTATEMENT IN DEVELOPED AREAS (Sub-clauses 5.3 and 5.9)

The Contractor shall employ due care in the protection of all existing improvements when carrying out excavations in developed areas and shall confine his works to the smallest practical area so as to minimize damage.

He shall also remove and set aside for future replacement, plants or improvements that lend themselves to reinstatement.

Work shall at all times be carried out with a minimum of disruption to residents, and the Contractor shall give advance notice of his intention to enter upon a property or the impending closure of roads, or driveways.

PSDB.3 MEASUREMENT AND PAYMENT (Clause 8)

PSDB.3.1 BASIC PRINCIPLES (Sub-clause 8.1)

PSDB.3.1.1 Depth of Excavation (Sub-clause 8.1.1)

Notwithstanding the provision of Sub-clause 8.1.1 the excavated depth shall be such so as to provide a minimum cover of 800mm to the pipe when backfilling during construction. Cover to pipes is specified for various services in the ensuing specification. Any additional depth of excavation will be to the

	Contractor's account unless prior approval is obtained from the Engineer. For calculation according to neat dimensions, the width shall be taken as 300mm for small non rigid pipes up to 600mm depth, 450mm for all non-rigid pipes not more than 100mm diameter up to 1000mm depth and 600mm for all other pipes up to 1000mm deep. For greater depths the width is dependent on the pipe diameter according to SABS 1200 specifications.
PSDB.3.2	SCHEDULED ITEMS (Sub-clause 8.3)
PSDB.3.2.1	<u>Site Clearance and removal of topsoil</u> (Sub-clause 8.3.1) No separate payment will be made for site clearance for storm-water pipes as this is included in the roadworks. For sewers not included in the road site clearance, payment will be made against Schedule of Quantities items 5.1.1
PSDB3.2.2	<u>Classes of excavation</u> (Sub-clause 8.3.2) Refer to PSDB.1 above.
PSDK	GABIONS AND PITCHING (1200 DK)
PSDK.1	<u>PITCHING</u> (Sub-clause 3.2)
PSDK1.1	<u>Size</u> (Sub-clause 3.2.1.2) The pitching to be constructed shall be classified as "light pitching" with at least dimension of 110mm and mass 11kg.
PSDK1.2	<u>Grouted Pitching</u> (Sub-clause 3.2.2) All pitching required on this contract shall be grouted pitching. This shall be achieved by bedding the stone initially in soft concrete and filling in voids with grout.
PSDK.2	<u>MEASUREMENT AND PAYMENT</u> (Clause 8)
PSDK.2.1	<u>Surface Preparation for Bedding of Gabions, Reno Mattress and Pitching</u> (Sub-clause 8.2.1) This item will not be measured separately and shall be included in the rate tendered under Sub-clause 8.2.2
PSDM	EARTHWORKS (ROADS, SUBGRADE) (1200 DM)
PSDM.1	<u>MATERIALS</u> (Clause 3)
PSDM.1.1	CLASSIFICATION FOR EXCAVATION PURPOSES (Sub-clause 3.1) Notwithstanding the provisions of Sub-clause 3.1 of SABS 1200DM, material excavated other than hard rock and boulders will not be classified separately for purposes of measurement and payment. The unit rate for excavation shall cover excavation in soft and intermediate material. Boulders in excess of 0,25m ³ only will be classified as hard rock for payment purposes.

PSDM.1.2 CLASSIFICATION FOR PLACING PURPOSES
(Sub-clause 3.2)

PSDM.1.2.1 Selected Layer (Sub-clause 3.2.3)

A borrow source for the selected layer material G7 exists on site. Other proposed borrow sources shall be approved by the Engineer. Cut widening may be necessary for G7 material.

PSDM.1.2.2 The Pioneer (dump-rock) Layer

Dump-rock shall consist of fresh to slightly weathered upgraded waste rock from mining activities, blasting or rock excavation. Shales, slates or other laminated mud-rocks will not be accepted.

Dump-rock shall have a minimum 10% FACT value of 100 kN when dry and 40 kN when tested drained after 24 hours soaking.

The layer shall be processed as a rock-fill pioneer layer in accordance with Clause 5.2.4.2d).

The surface must be finished to a dense, tightly knit mat using fine material with a plasticity Index not greater than 7 and processed until the layer will accept no further fines. Elevation and thickness tolerances shall be as for selected layers.

PSDM.1.3 SELECTION (Sub-clause 3.3)

PSDM.1.3.1 General (Sub-clause 3.3.1)

Material which is suitable for selected layers from borrow shall be proposed by the Contractor for approval by the Engineer.

The quality of such materials shall be proved before they are passed for use in selected layers.

Where cut of the existing material to the roads is generally of G9 quality or better it shall be cut to stockpile for later use as subgrade in the roads to be constructed. Payment will be made only if the Engineer is advised and measurements have been agreed before further processing

PSDM.2 CONSTRUCTION (Clause 5)

PSDM.2.1 METHODS AND PROCEDURES (Clause 5.2)

PSDM.2.1.1 Cut and Borrow (Sub-clause 5.2.2)

PSDM.2.1.1.1 Use of Material (Sub-clause 5.2.2.3)

(a) Cut to fill

For roads such as township roads where verges are generally higher than the road hardening, the Contractor shall carefully select the exact finished earthworks level such that the material from the box cut will

provide the quantity needed to complete the verges. No additional payment will be made to remove excess material or to import additional material should an imbalance be found when finishing roadworks to the specified cross-sections and gradients. Where undercut and borrow is necessary because of excessive material having to go to spoil, the Contractor shall obtain the Engineer's approval and agree quantities in writing before proceeding.

b) Borrow (Refer to PSDM.1.2.1 and 1.2.2)

Certain areas of the site may provide suitable borrow to fill material for the subgrade layers i.e. resulting from the construction of house platforms or borrow along the river bank. The Contractor shall locate, test and obtain approval for such borrows, the rates for which shall be included in the appropriate earthworks rates. Rates for removal of topsoil, overburden etc. shall apply as per SABS 1200D 5.2.2.2. Where plots for houses etc. are affected by borrow sites, landscaping may be necessary at appropriate earthworks rates to restore the sites for residential use. House platforms will be constructed using the in-situ material from a cut to fill process compacted to 93% Modified AASHTO and to designed or agreed practical platform levels.

Should there prove to be insufficient borrow material located on the site, the Contractor shall search for alternative sources and submit his proposals with rates to the Engineer.

PSDM.2.1.2 Treatment of the Road-bed (Sub-clause 5.2.3)

PSDM.2.1.2.1 Treatment of Road-bed (Sub-clause 5.2.3.3a)

Preparation and Compaction of Road-bed

Where in-situ material in cut is suitable for selected layers, the selected layer shall be omitted and "road bed preparation" paid instead.

No selected fill or other foundation layers may be placed on the in-situ material until the Engineer has inspected the road-bed and given written instructions on the necessity or otherwise of road-bed preparation and compaction. No payment will be made for "road bed preparation" unless instructed by the Engineer in writing.

PSDM.2.1.2.2 Compaction (Sub-clause 5.2.4.2.f)

All fill material shall be compacted to a minimum density of 90% mod AASHTO for cohesive material, except within road reserves, where it shall be compacted to a minimum of 93% Modified AASHTO. Non plastic sand shall be compacted to 100% Modified AASHTO.

PSDM.2.1.3 Transport (Sub-clause 5.2.8)

PSDM.2.1.3.1 Overhaul (Sub-clause 5.2.8.2)

Haulage of material beyond a distance of 2km from source will be regarded as overhaul.

Where the Contractor chooses to make use of any sources other than the approved borrow pits, all haul required will be free-haul except where approval has been obtained due to an overall shortage of borrow material on the site (see PSDM.2.1.1.1.

PSDM.3 TESTING (clause 7)

PSDM.3.1 Tests to the Contractor's Account
(Sub-clauses 7.2 and 8.3)

The Contractor shall make arrangements with a soils testing laboratory to undertake the following tests and to pass these on to the Engineer. The costs of such tests shall be included in the rates tendered for the appropriate item in the Schedule of Quantities.

a) Material imported from outside the Contract Site as a working surface, for subgrade improvement or for fill material

One CBR and indicator test per 500m² of compacted material brought on site. (Beach or river sand will normally be exempted from this requirement). A sample and one CBR and indicator test of the material proposed for importation shall be submitted to the Engineer for approval prior to the commencement of importation.

b) Fill material in place

One density and moisture content per 100m³ of compacted fill.

c) Compacted Road-bed (Subgrade)

One density and moisture content per 200m² of compacted surface area.

d) Compacted pioneer layer, selected layer or gravel surface layer

One density and moisture content per 200m² of each compacted selected layer and/or gravel surface area, whichever is applicable. Should any of the above density tests fail to comply with the specified requirements, the Contractor shall at his own expense remedy the failure and submit a new test to the Engineer.

PSDM.4 MEASUREMENT AND PAYMENT (Clause 8)

PSDM.4.1 COMPUTATION OF QUANTITIES (Clause 8.2)

PSDM.4.1.1 Cut and Borrow to Fill and Cut to Spoil (Sub-clause 8.2.4)

(a) Cut and Borrow to Fill

All fill material will be measured to neat dimensions as calculated in fill. Borrow, cut to spoil and cut to fill shall be proportioned and an arithmetic calculation made to compute the final borrow quantity. No payment will be made for wastage such as material spoiled from fills as unsuitable or for overfilling unless approved by the Engineer in writing. Royalties paid for borrow shall be paid by the Contractor for the actual

quantity borrowed including wastage and not for the borrow as calculated above from arithmetic calculations.

"As built" approved cross-sections will be used for reconciling quantities.

(b) Cut to Spoil

The unit of measurement for material excavated below the surface of the natural ground under embankments or beneath the grade in cuts and classified as unstable or unsuitable will be the cubic metre in cut to the neat dimensions ordered by the Engineer. All undercuts below structural layers shall be considered to be cut to spoil at the rate tendered.

The rate tendered shall include for excavation, handling and placing of material to spoil. The rate shall also include for haulage of excavated material within 2Km and for trimming and shaping the slopes and surfaces of spoil dumps. Any negotiations with landowners etc. required for prior approval and final consent of spoil areas shall be deemed to be paid for in the rates submitted.

PSGA CONCRETE (SMALL WORKS) (SABS 1200 G)

PSGA.1 PLANT (Clause 4)

PSGA.1.1 FORMWORK (Sub-clause 4.4)

PDGA.1.1.1 Finish (Sub-clause 4.4.2)

The finish of all exposed concrete (headwalls, side drains, manhole covers and kerb inlet cover slabs etc.) shall be smooth "off the shutter".

PSGA.2 CONSTRUCTION (Clause 5)

PSGA.2.1 REINFORCEMENT (Sub-clause 5.1)

PSGA.2.1.1 Fixing (Sub-clause 5.1.2)

Welding of reinforcement will not be permitted.

PSGA.2.2 CONCRETE (Sub-clause 5.4)

PSGA.2.2.1 Quality (Sub-clause 5.4.1)

All concrete strength on this contract shall be as specified.

On the drawings strength concrete has been designated by its characteristic strength followed by the size of stone to be used in its manufacture, e.g. 30/20 refers to a concrete of strength 30MPa at 28 days made with 20mm stone.

PSGA.2.2.2 Ready-mixed Concrete (Sub-clause 5.4.1.6)

Ready-mixed concrete is not acceptable for small concrete work on this project to enable more local labour to be used and trained in concrete work.

PSGA.3	<u>TEST</u> (Clause 7)
PSGA.3.1	<u>Frequency of Testing</u> (Sub-clause 7.1.2) As the concrete other than structural concrete used on this contract will involve small quantities the Engineer will decide when testing is to be done. The Contractor is however required to provide the moulds and to make the test samples.
PSGA.4	<u>MEASUREMENT AND PAYMENT</u> (Clause 8)
PSGA.4.1	<u>Concrete</u> (Sub-clause 8.1.4) The unit rates for small works concrete shall not include for the cost of testing.
PSG	CONCRETE (STRUCTURAL)
	<u>Note</u> Special care must be taken in determining the mix proportions and the mixing and placing of the concrete in order to achieve the strength and impermeability required for a watertight structure without the use of additives.
PSG 3.2	CEMENT
PSG 3.2.1	Applicable Specifications The cement used shall be either: (a) Ordinary Portland Cement to SABS 471; or (b) Portland Cement 1 5 to SABS 83 1; or (c) PBFC (46% slagment)
PSG 4.5	FORMWORK
PSG 4.5.2	Finish A smooth finish is required to all surfaced inside the reservoir and to all exterior exposed surfaces visible above ground level. All other surfaces may be rough.
PSG 4.5.3	Ties Asbestos cement or other tubular spacers will not be permitted. Metal ties shall be of the extended coil type or similar with removable end cones not less than 38mm long. The holes left in the concrete after removal of the bolts and cones are to be filled with an epoxy resin mortar.
PSG 5.1	REINFORCEMENT
PSG 5.1.2	Fixing Add the words:

	'Concrete spacer blocks shall be of the same strength and impermeability as the parent concrete'.
PSG 5.2	FORMWORK
PSG 5.2.2	Chamfers
	Exposed corners of smooth concrete shall generally be chamfered 20 x 20mm.
PSG 5.5	CONCRETE
PSG 5.5.1.6	Prescribed Mix Concrete
	Add the following:-
	'No-fines concrete" shall comprise 400litres (0.4m ³) of 19mm stone per 50kg sack of cement and sufficient water to produce a cement paste of creamy consistency (Approximately 22 to 23litres per sack of cement).
PSG 5.5.1.7	Strength Concrete
	All structural concrete used in this contract shall be strength concrete. On the drawings the strength concrete is designated by its characteristic strength followed by the size of stone to be used, e.g. 35/19 indicates a concrete of strength 35 MPa at 28 days, made with 19mm stone.
	Without relieving the contractor of his responsibilities in terms of Clause 5.5.1.7, all 35 MPa concrete for the reservoir shall comply with the following additional requirements:
	(a) The cement content shall be not less than 325kg or more than 400kg per cubic metre of concrete.
	(b) The water/cement ratio shall not exceed 0,55 by mass.
	(c) Particular attention shall be given to the suitability and grading of the aggregates, workability and compaction.
PSG 5.5.3.2	Ready-Mixed Concrete
	The use of concrete produced off site will be permitted provided production is by an approved ready-mixed concrete company and that all other specified requirements are met. Test results obtained by the manufacturer as part of his quality control system will not be acceptable.
PSG 5.5.8	Curing and protection
	The use of a curing compound will be permitted provided it complies with the requirements of ASTM-C-309 and is applied strictly in accordance with the manufacturer's instructions, copy of which must be handed to the Engineer. Particular attention is to be paid to the curing of PBFC cement concrete.
PSG 8	MEASUREMENT AND PAYMENT
PSG 8.1.1	Formwork

PSG 8.1.1.6	The unit rate shall cover the cost of 20mm x 20mm splays and 20mm x 20mm rebates (Clause PSG 5.2.2). It shall also cover the cost of the extended coil type metal ties (Clause PSG 4.5.3) and the about and material involved in removing the end cones and filling and resulting holes with epoxy resin mortar.
PSG 8.1.2	Reinforcement Replace the contents of this clause with the following 'The unit of measurement for steel bars shall be the ton of reinforcement in place in accordance with the Drawings or as authorised by the Engineer. The measured mass of reinforcement will be the total mass of mild steel and high tensile steel respectively, irrespective of bar sizes. The unit of measurement for welded steel fabric shall be the kilogram of fabric reinforcement in place and the quantity shall be calculated from the nett area covered by the mesh, excluding laps. Clips, ties, separators, stools and other steel used for positioning reinforcement shall not measured, unless shown on the bending schedules. The tendered rate shall include full compensation for the supply, delivery, cutting, bending, welding, placing and fixing of the steel reinforcements, including all tying wire, stools, supports and waste".
PSG 8.1.3	Concrete
PSG 8.1.3.3	The unit rates shall cover the cost of the special requirements relating to Watertight concrete as listed in PSG 5.5
PSLB	<u>BEDDING (PIPES) (SABS 1200LB)</u>
PSLB.1	<u>INTERPRETATIONS</u> (Clause 2)
PSLB.1.1	DEFINITIONS (Clause 2.3) <u>Stone Mat</u> Material that complies with the requirements of PSLB.2.2.1
PSLB.2	<u>MATERIALS</u> (Clause 3)
PSLB.2.1	SELECTED FILL MATERIAL (Clause 3.2) Selected fill material shall be material that has a PI not exceeding 10 and that is free from vegetation and from lumps and stones of diameter exceeding 150mm.
PSLB.2.2	BEDDING (Clause 3.3)
PSLB.2.2.1	Stone Mat and Bedding for Subsoil Drains Bedding for subsoil drains shall be 19mm nominal size crushed stone for concrete complying with the requirements of SABS 1083.

	It shall be placed 100mm thick under the pipes, shall provide a cover of 100mm over the pipes, and shall be fully wrapped in a geofabric blanket Grade U 14 or similar approved.
PSLB.2.2.2	Selected granular fill for subsoil drains shall be a single graded river sand or washed beach sand with a permeability of not less than 0,001cm/second measured under constant head.
PSLB.3	<u>CONSTRUCTION</u> (Clause 5)
PSLB.3.1	GENERAL (Clause 5.1)
PSLB.3.1.1	<u>Details of Bedding</u> (Clause 5.1.2)
	Pipes shall be bedded in Class C in accordance with details shown on: Drawing LB-1 for rigid pipes.
PSLB.4	<u>MEASUREMENT AND PAYMENT</u> (Clause 8)
PSLB.4.1	PRINCIPLES (Clause 8.1)
PSLB.4.1.1	Payment for the bedding cradle of the subsoil drains will be made as a complete unit per metre i.e. the supply and placing of the geofabric blanket and perforated pipe complete with couplings and the supply, placing and compaction of the selected granular material and selected fill blanket. The depth of excavation for the subsoil drain shall be taken as 625mm by 400mm wide which shall be included in the rate. Any additional excavation required will be paid for as excavation for pipe trenches
PSLB.4.1.2	See PSDB1.2 for inclusion of bedding material for cradle in rates for pipes. Material displaced by importation of material in terms of 8.1.2 shall be disposed of to embankments (and compacted to a min. 90% mod. AASHTO density) or alternatively to a designated or approved spoil site where it shall be levelled and shaped to conform with the natural contours. No overhaul will be paid on such material.
PSLB.4.1.3	The 2km free-haul specified in the documents and sub-clause PSDB 1.2 shall also be applicable to selected fill material and to selected granular material obtained from the excavations and/or borrow. Selected granular material from commercial sources shall be transported over an unlimited free-haul distance from the commercial source to its final position in the Works.
PSLB.4.2	SCHEDULED ITEMS (Sub-clause 8.2)
PSLB.4.2.1	<u>Geofabric Blanket</u> The Contractor shall allow for the supply and installation of the blanket around the selected filter material in subsoil drains. All laps in cross section and longitudinal laps shall be included in the overall rate per meter tendered.
PSLE	<u>STORMWATER DRAINAGE (SABS 1200 LE)</u>

PSLE.1	<u>MATERIALS</u> (Clause 3)
PSLE.1.1	CULVERT UNITS AND PIPES (Clause 3.1) (a) <u>Precast Concrete Pipes</u> Precast concrete pipes shall comply with the applicable requirements for SC type pipes of SABS 677. The pipes shall be of the interlocking joint types joined with rubber sealing rings to SABS 974. (b) <u>Skewed Ends</u> Skewed Ends to pipe culverts may be cut on site provided the cut is neatly made with a power driven ceramic cutting wheel or similar cutting device. Cutting by means of a cold chisel and hammer will not be permitted. The cost of cutting pipes shall be included in the rates. (c) <u>Subsoil Drainage Pipes</u> Subsoil drainage pipes shall be NETLON plastic land drainage pipes of 100mm nominal internal diameter to SABS 791, with circumferential slots.
PSLE.1.2	MANHOLES, CATCHPITS AND ACCESSORIES (Sub-clause 3.4)
PSLE.1.2.1	<u>Bricks</u> (Sub-clause 3.4.1) It is expected the "NFX" non-facing extra bricks as supplied by Corobrick will meet the specification for general purpose (Special) burnt clay bricks. "Commons" will not be accepted.
PSLE.1.2.2	<u>Manhole Covers, Grid Inlets, etc.</u> (Sub-clause 3.4.3) Manhole covers and frames shall be as detailed on the drawings.
PSLE.2	<u>CONSTRUCTION</u> (Clause 5)
PSLE.2.1	BEDDING AND LAYING (Sub-clause 5.2) Unless otherwise detailed concrete storm-water pipes shall be bedded and backfilled to Class 'C'.
PSLE.2.2	CATCHPITS, MANHOLES, INLETS, ETC. (Sub-clause 5.5) Brick and concrete manholes shall be built to the typical details shown on drawings attached.
PSLE.2.2.1	<u>Plaster</u> (Sub-clause 5.5.3) Unexposed brickwork to the catch-pits, manholes and inlets is not required to be plastered.
PSME	SUBBASE (SABS 1200 ME)

PSME.1	MATERIALS (Clause 3)
PSME.1.1	PHYSICAL PROPERTIES (Clause 3.2)
PSME.1.1.1	<u>Subbase Material</u> (Sub-clause 3.2.1) Stabilised selected G7 material from local borrows or cut widening. The contractor is responsible for selecting and testing for the optimum G7 material from the borrow site. The subbase layer shall not be commenced before all storm-water is complete.
PSME.2	Gravel wearing course (Clause 3.2.2)
PSME.3	TESTING (Clause 7) Testing shall be as per PSMF for Base material.
PSMF	<u>BASE (SABS 1200 MF)</u>
PSMF.1	<u>MATERIALS</u> (Clause 3)
PSMF.1.1	GRADED CRUSHED STONE CLASSIFICATION (Sub-clause 3.2) The base course shall be constructed in a crushed stone (nominal 37mm diam.) and conform to a minimum of a G2 material as specified in TRH.14.
PSMF.2	<u>CONSTRUCTION</u> (Clause 5)
PSMF.2.1	PLACING AND COMPACTION OF A BASE OTHER THAN WATERBOUND MACADAM (Clause 5.4)
PSMF.2.1.1	<u>Placing</u> (Sub-clause 5.4.1) The nominal thickness of base shall be 150mm.
PSMF.2.1.2	<u>Graded Crushed Stone and Graded Stone with Fines</u> (Sub-clause 5.4.3) Where it is found necessary, after compaction, to add material to the base the full depth of crushed stone shall be scarified before adding the material and thereafter the whole layer shall be mixed and re-compacted in one operation.
PSMF.2.2	JUNCTIONS WITH EXISTING WORKS (Sub-clause 5.7) The Contractor must allow in his rates and prices for all layer works for joining with existing road layers.
PSMF.3	<u>TESTING</u>
PSMF.3.1	<u>Test to the Contractor's Account</u> (Sub-clauses 7.2 and 8.3) Unless otherwise specified the Contractor shall make arrangements with a soils testing laboratory to undertake the following tests and to pass the test

results to the Engineer. The costs of such tests shall be included in the rates tendered for the appropriate item in the Schedule of Quantities.

PSMF.3.1 Test to the Contractor's Account (Contd.)

a) Crushed stone imported as base material

One CBR and two indicator tests per 500 m² of compacted material brought on site. A sample of one CBR and one indicator test of the material proposed for importation shall be submitted to the Engineer for approval prior to the commencement of importation.

b) Aggregate crushing value (ACV)

One ACV test per 300 m³ of compacted material brought on site. One ACV test result shall be submitted to the Engineer for approval prior to the commencement of importation.

c) Flakiness

One flakiness index per 300 m³ of compacted material brought onto site. One flakiness index test result shall be submitted to the Engineer for approval prior to the commencement of importation.

d) Compacted base

One density and moisture content per 500 m² of compacted base. Should any of the tests referred to above fail to comply with the specified requirements, the Contractor shall at his own expense remedy the failure and submit a new test to the Engineer.

PSMF.3.2 ROUTINE INSPECTION AND TESTING (Sub-clause 7.3.2)

The Engineer shall have free access to the site and will undertake inspections of the work in progress to ascertain compliance with the specifications. The Contractor shall be prepared at any time to demonstrate such compliance and will be required to establish conformity to line, level, cross-section and tolerance by the use of straight-edge, tape, level, etc.

Notwithstanding sub-clause 7.3.2 the Engineer may require additional tests to those specified in clause PSMF.3.1 above. Where such additional tests prove compliance with the specification, the costs will be met by the Employer. Where such tests fail, the costs to remedy the failure and the costs of the tests shall be met by the Contractor.

The permissible deviation from specified Mod.AASHTO densities when materials are tested at OMC shall be -0% with no top limit.

3.3 CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

The Contractor shall address the following issues in a report prepared by their safety officer.

1. Introduction and Background

- 1.1. Background to the Pre-construction Health and Safety Specification
- 1.2. Purpose of the Pre-construction Health and Safety Specification
- 1.3. Implement of the Pre-construction Health and Safety Specification

2. Pre-construction health and Safety specification

- 2.1. Scope
- 2.2. Interpretation
 - 2.2.1. Application
 - 2.2.2. Definitions
- 2.3. Minimum Administrative Requirements
 - 2.3.1. Notification of Intention to Commence Construction Work
 - 2.3.2. Assignment of Contractor's Responsible Person to Supervise Health and Safety on Site
 - 2.3.3. Competency for Contractor's Responsible Persons
 - 2.3.4. Compensation of Occupational injuries and Diseases Act (COIDA) Act 130 of 1993
 - 2.3.5. Occupational Health and Safety Policy
 - 2.3.6. Health and Safety Organogram
 - 2.3.7. Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment
 - 2.3.8. Health and Safety Representative(s)
 - 2.3.9. Health and Safety Committee(s)
 - 2.3.10. Health and Safety Training
 - 2.3.10.1. Induction
 - 2.3.10.2. Awareness
 - 2.3.10.3. Competency
 - 2.3.11. General Record Keeping
 - 2.3.12. Health & Safety Audits, Monitoring and Reporting
 - 2.3.13. Emergency Procedures
 - 2.3.14. First Aid Box and First Aid Equipment
 - 2.3.15. Accident/ Incident Recording and Investigation
 - 2.3.16. Hazards and Potential Situations
 - 2.3.17. Personal Protection Equipment and Clothing
 - 2.3.18. Occupational Health and Safety Signage
 - 2.3.19. Sub-contractors
 - 2.3.20. Incentives and Penalties
- 2.4. Physical Requirements
 - 2.4.1. Excavations, Shoring, Dewatering or Drainage
 - 2.4.2. Edge Protection and Penetrations
 - 2.4.3. Explosives and Blasting
 - 2.4.4. Piling
 - 2.4.5. Stacking of Material
 - 2.4.6. Speed Restrictions and Protection
 - 2.4.7. Hazardous Chemical Substances (HCS)

2.5. Plant and Machinery

- 2.5.1 Construction Plant
- 2.5.2 Vessels under Pressure (Gas bottles including Operations)
- 2.5.3 Fire Extinguishers and Fire Fighting Equipment
- 2.5.4 Hired Plant and Machinery
- 2.5.5 Scaffolding / Working on Heights
- 2.5.6 False work for Structures
- 2.5.7 Lifting Machine and Tackle
- 2.5.8 Ladders and Ladder Work
- 2.5.9 General Machinery
- 2.5.10 Portable Electrical Tools / Explosive Power Tools
- 2.5.11 High Voltage Electrical Equipment (Not maintained by cdc)
- 2.5.12 Public Health and Safety
- 2.5.13 Night Work
- 2.5.14 Transport of Workers
- 2.5.15 Traffic Accommodation

2.6. Occupational Health

- 2.6.1. Occupational Hygiene
- 2.6.2. Welfare Facilities
- 2.6.3. Alcohol and Other Drugs

3. Annexure A

Task Completion Form

4. Annexure B

Principal Contractor's Responsible Persons

5. Annexure C

Other Requirements

1. Introduction and Background

1.1 Background to the Pre-construction Health and Safety Specification

The Construction Regulations (July 2003) place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks not successfully eliminated during design.

1.2 Purpose of the Pre-construction Health and Safety Specification

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations (July 2003) in order to reduce incidents and injuries. This pre-construction specification shall act as the basis for the drafting of the construction phase health & safety plan. These specifications in no way release Contractors from compliance with the relevant Legal requirements.

The pre-construction specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health & safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. costs, programme environment, etc.

2. Pre-construction Health and Safety Specification

2.1. Scope

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

2.2. Interpretations

2.2.1. Application

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

2.2.2. Definitions

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (July 2003) shall apply.

2.3 Minimum Administrative Requirements

2.3.1. Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to the client on appointment.

2.3.2. Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations), prior to commencement of work. Proof of competency must be included. See Annexure B.

2.3.3. Competency for Contractor's Appointment Competent Persons

Contractor's competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (July 2003). Proof of competence for the various appointments must be included.

2.3.4. Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the client as proof of registration. Sub-Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

2.3.5. Occupational Health and Safety Policy

The Principal Contractor and all Sub Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / contractor.

2.3.6. Health and Safety Organogram

The Principal Contractor and all Sub Contractors shall submit an organogram, outlining the Health and Safety site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the site Management Structure.

2.3.7. Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and risk Assessment

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include;

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) A documented risk assessment based on the list of hazards and tasks;
- c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- d) A monitoring and review procedure of the risks assessment as the risks change.

The Principal Contractor shall ensure that all Sub Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop. Proof of this must be kept for inspection by the Client or Client Representative.

The Principal Contractor Shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented).

2.3.8. Health and Safety Representative(s)

The Principal Contractor shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible person forthwith and at health & safety meetings.

2.3.9. Health and Safety Committees

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organized and chaired by the Principal Contractor's responsible person. All Contractors' Responsible Persons and Health & Safety Representative shall attend the monthly health & safety meetings. Sub-contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

2.3.10. Health and Safety Training

2.3.10.1. Induction

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. **A suitable venue must be supplied to house this training.**

2.3.10.2. Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement. At least one of the Toolbox talks shall be on any environmental related issue.

2.3.10.3. Competency

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, carry out. This will have to be assessed on regular

basis e.g. periodic audits by the Client, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Sub Contractors are appointed to carry out construction work.

2.3.10.4. Rules of conduct

Principal contractors, their sub-contractors and all employees under the control, including any visitor brought onto site must adhere to the following Rules of conduct on site.

YOU MAY NOT:

- * Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- * Indulge in practical jokes, horseplay, fighting or gambling.
- * Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- * Bring onto site or have in your possession a firearm, lethal weapon.
- * Assault, intimidate or abuse any other person.
- * Operate construction equipment (vehicles or plant) without the necessary training and authorisation.
- * Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or orders for health and Safety reasons.
- * Enter any area where you have no business unless authorised to do so by the person in charge.
- * Negligently, carelessly or wilfully cause damage to property of others.
- * Refuse to give evidence or deliberately make false statements during investigations.

2.3.11. General Record Keeping

The Principal Contractor and all Sub Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (July 2003). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office.

Then Principal Contractor must ensure that every Sub Contractor open its own health & safety file, maintains the file and makes it available on request.

2.3.11.1. Inspection of equipment and tools.

The following items of equipment must be regularly inspected and maintained and appropriate records kept.

- * First Aid dressing register.
- * Fire equipment
- * Lifting equipment
- * Lifting gear
- * Portable electrical equipment
- * Stacking and storage inspections

-
- * Explosive power tools
 - * Materials hoist (where applicable)
 - * Pressure Vessels
 - * Ladders
 - * Excavations
 - * Safety harnesses
 - * Scaffold-static and mobile.
 - * Pneumatic tools
 - * Construction vehicles and mobile plant.
 - * Health and Safety Representatives checklists

2.3.12. Health & Safety Audits, Monitoring and reporting

The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of physical site activities as well as an audit of the administration of health & safety. The Provincial Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Sub-Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, available on request.

2.3.13. Emergency Procedures

The Provincial Contractor shall submit a detailed Emergency Procedure for approval by the client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

1. List of key competent personnel;
2. Details of emergency services;
3. Actions or steps to be taken in the event of the specific types of emergencies;
4. Information on hazardous material/situations

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.3.14. First Aid Boxes and First Aid Equipment

The Provincial Contractor and all Sub Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first Aid facilities, including first aid boxes adequately stocked at all times. All Sub Contractors with more than 5 employees shall supply their own first aid box. Sub-Contractors with more than 10 employees shall have a trained, certificate first aider on site at all times.

2.3.15. Accident/Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plans how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.

2.3.16. Hazards and Potential Situations

The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any Hazardous or Potentially hazardous situations that may arise during performance of construction activities.

2.3.17. Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued and wear hard hats, safe footwear and overalls. The Principal Contractor shall clearly outline procedures to be taken when PPE or clothing is:

1. Lost or stolen;
2. Worn out or damaged

The above procedure applies to Sub Contractors and their contractors, as they are all Employers in their own right.

2.3.18. Occupational Health and Safety Signage

The Contractor shall provide adequate on-site OHS signage. Including but not limited to 'no unauthorised entry, report to site office', 'site office, beware of overhead work, 'hard hat area'. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

2.3.19. Contractors and their Sub Contractors

The Principal Contractor shall ensure that all Sub Contractors under its control comply with its Specification, the OHS Act 85/1993, Construction Regulations (July 2003), and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance.

2.4. Physical Requirements

2.4.1 Excavations, Shoring, De-watering or Drainage

The Principal Contractor and any relevant Sub Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification.

The Contractor shall make sure that:

- a) The excavations are inspected before every shift each occurrence of rain or change to the excavation / shoring and a record is kept;
- b) Any excavation shall be adequately shored if people are required to work in the excavations and the depth is more than 1.5 meters or where conditions render this necessary at lesser depths. Undercutting is not allowed.
- c) Safe work procedures have being communicated to the workers;
- d) Excavated material shall be placed as far as from the trench as practically possible. a close watch shall be maintained at all times for signs of slipping, e.g. cracks developing at the edges of the excavation)
- e) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times)
- f) The requirements as per section 11 of the Construction Regulations are adhered to.
- g) Due to the condition off the soil (water) extra precaution must be taken when shoring. If the water table is high the contractor must ensure that ropes is available to be used in case of a rescue.

2.4.2. Edge Protection and penetrations

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has being erected. The Principal Contractor's risk assessment must include these items. E.g. protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

2.4.3. Explosives and Blasting

The Principal Contractor shall ensure that a competent Contractor undertakes the use of explosives and blasting (where required). A Safe Work Procedure (SWP) must be submitted to the Client for approval before commencement of blasting work.

2.4.4. Piling

The Contractor shall ensure that piling is undertaken by a competent Contractor. a SWP shall be submitted to the Client for approval before commencement of this work.

2.4.5. Stacking of Materials

The Principal Contractor and other relevant Sub Contractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

2.4.6. Speed Restrictions and Protection

The Principal Contractor shall ensure that all persons in its employ, all Sub Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

2.4.7. Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Sub Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

2.5. Plant and Machinery

2.5.1. Construction Plant

“Construction Plant” includes all types of plant including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment.

The principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (July 2003). The Principal Contractor and all relevant Sub Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times. Proofs of medical test as required by the Construction regulations are available for inspection by the Client.

Vehicles shall not enter site with:

- * Defective exhaust systems
- * Serious oil or fuel leaks
- * Unsafe bodywork or loads
- * Non-standard equipment fitted.
- * Improperly seated passengers
- * Any obvious mechanical defects.

All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren.

2.5.2. Vessels under Pressure (VuP) and Gas Bottles

The Principal Contractor and all relevant Sub Contractors shall comply with the Vessels under Pressure Regulations, including:

1. Providing competency and awareness training to the operators;
2. Providing PPE or clothing;
3. Inspect equipment regularly and keep records of inspections;
4. Providing appropriate fire fighting equipment (Fire Extinguishers) on hand.

2.5.3. Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant Sub Contractors shall Provide adequate, regularly serviced fire-fighting equipment located at strategic points on site, specific to the class of fire likely to occur. The appropriate notices and signs must be posted up as required. A Fire risk survey must be conducted by a competent person, proof of survey must be kept in the Site Safety File.

2.5.4 Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (July 2003) shall apply. The Principal Contractor shall ensure that operations hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Sub Contractors must ensure the same.

2.5.5. Scaffolding / Working at Heights

Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations (July 2003) before this work is undertaken. The Client must approve the fall prevention plan before work may commence.

2.5.6. Formwork and Support work for Structures

The Principal Contractor shall ensure that the provisions of section 10 of the Construction Regulations (July 2003) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has being removed. Records of all inspections must be kept in a register on site.

2.5.7. Lifting Machines and Tackle

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 20). There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

1. All lifting machinery and tackle has a safe working load clearly indicated
2. Regular inspection and servicing is carried out;
3. Records are kept of inspections and of service certificates;
4. There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle;
5. The tower crane bases have been approved by an engineer;

6. The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

2.5.8. Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Sub-Contractors using their own ladders must ensure the same. Ladders shall not be used as horizontal walkways or as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

2.5.9. General Machinery

The Principal Contractor and relevant Sub Contractors shall ensure compliance with the driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

2.5.10. Portable Electrical Tools and Explosives Powered Tools

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal contractor shall consider the following:

1. A competent person undertakes routine inspections and records are kept;
2. Only authorised trained persons use the tools;
3. The safe working procedures apply;
4. Awareness training is carried out and compliance is enforced at all times; and
5. PPE and clothing is provided and maintained.
6. A register indicating the issue and return of all explosives round;
7. Ensure that the cartridges and explosive tool is lock up separately
8. Signs to be posted up in the areas where explosive powered tools are being used. **(WARNING – EXPLOSIVE POWERED TOOL IN USE – KEEP CLEAR).**

2.5.11. High Voltage Electrical Equipment

No high voltage electrical equipment is present on, under or above the construction area.

2.5.12. Public and Site Visitor Health & Safety

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up, but shall not be the only measure taken.

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'induction' must be kept on site in accordance with the Construction Regulations.

2.5.13. Night Work

The Principal Contractor and other Sub Contractors shall not:

1. Transport persons together with goods or tools unless there is a appropriate area or section to store them;
2. Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area.

Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.

2.5.14. Traffic Accommodation

Construction traffic will obtain access to the site mainly from provincial roads.

All access points are to be provided with adequate temporary construction signage in accordance with the SADC Road Traffic Signs Manual 3 Edition to warn the travelling public regarding construction vehicles.

Where, in the sole discretion of the engineer, sight distances are deemed inadequate to ensure safety, access points are to be controlled by suitably qualified and equipped labour during all construction hours.

This may include Stop/Go facilities controlling the travelling public, as well as flagmen. The above provisions will apply equally to access from provincial roads to and from the designated borrow areas.

2.6. Occupational Health

2.6.1. Occupational Hygiene

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Principal Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and

absorption of any hazardous substance and high noise level exposure. Site-specific health risks are tabled in Annexure C e.g. cement dust, wet cement, wood-dust, noise, etc.

2.6.2. Welfare Facilities

The principal Contractor must supply Sufficient toilets (1 toilet per 30 workers), showers (1 for every 15 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.6.3. Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Principal Contractor or Sub Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)

(i) Project:

ANNEXURE A

The Principal Contractor and Sub Contractors must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHS Act Requirement	Submission Date
2.3.1	Notification of Intention to Commence Construction/Building Work	Complete Schedule 1 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of Responsible Person to Supervise Construction work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Client Requirement	Together with H&S plan
2.3.8	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site
	Other		

ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

(b) *Project:*

ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progress)

Appointment	OHSA Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 6.2	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of Persons in the Workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & safety Matters.
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site and could be: • 1 The employer • 2 H&S Representative • 3 Designated person • 4 Member of the H&S Committee
Risk assessment co-ordinator	CR 7	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 8	A competent person to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines equipment & tackle.
Scaffolding Inspector	SABS 085	A Competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding erector	GSR 13D	A competent person to erect scaffolding.

Scaffolding supervisor	SABS 085	A competent person to supervise scaffolding.
Formwork & support work inspector	CR 10	A competent person to inspect formwork & support work.
Excavation Inspector	CR 11	A competent person to inspect excavation work and ensure that approved safe working procedures are followed at all times.
Ladder Inspection	GSR 13A	A competent person to inspect ladders daily and ensures they are safe for use, keeping monthly record.
Stacking Supervisor	CR 26	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 19	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 22	A competent person to control all temporary electrical installations.
Fire-fighting equipment inspector	CR 27	A competent person to inspect fire-fighting equipment.

(i) OTHER REQUIREMENTS

Project:

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly which ever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: • 1 Incidents / accidents and investigations • 2 Non-conformances by employees & contractors • 3 Internal & External H&S audit reports	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: • 1 Scaffolding • 2 Excavations • 3 Formwork & support work • 4 Explosive tools	
General Inspections	Monthly	• 1 Fire-fighting equipment • 2 Portable electrical equipment • 3 Ladders • 4 Lifting equipment/slides	
List of Contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatories.	

C3.4 LABOUR SPECIFICATIONS

This part of the project Specifications contains comprehensive additional specifications for matters not covered by and work, which is not carried out in terms of the Standard Specifications.

The number of each clause and each payment item in this part of the Project Specification is prefixed with a L to differentiate these clauses and items as additional works.

The following additional specifications are covered under this part of the Scope of Work:

L.1 EMPLOYMENT OF LOCAL LABOUR AND TRAINING REQUIREMENTS

L1.1 SCOPE

The specification sets out the requirements relating to the employment of local labour by involving the community through the established structures as well as the training requirements for these labourers.

L1.2 DEFINITIONS

The definitions given in the conditions of contract, the Contract Data and the Works specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

‘Key Personnel’ means all contract managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators and the like, and all other personnel in the permanent employ of the Contractor or subcontractor who possess special skills and/or who play key roles in the Contractor’s or subcontractor’s operation.

‘Labourer’ means a worker statutorily defined as employees in the Basic Conditions of Employment Act, 1997, who is temporarily or permanently employed by the Contractor and sub-contactors to perform prescribed work on this Contract. ‘Labour’ means labourers or workers.

‘Labour Register’ means the list of available Local Labourers compiled by the Community Liaison Officer (CLO) in co-operation with the Project Steering Committee (PSC) in accordance with the results of their negotiations with the Contractor and the Local Community subsequent to the awarding of the Contract.

‘Local Labourer’ means a worker who is normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications and who is available to be temporarily employed by the Contractor and subcontractors to perform prescribed tasks that form part of the Works.

‘Targeted Labour’ means the Local Labourers, who are defined as the target group for the Contract as normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications. It is incumbent on individuals defined as Target Labour to demonstrate their claims to such residency on the basis of identification and association with and recognition by members of the community residing within the target area. It is incumbent on individuals to provide evidence of qualifying for the target groups.

‘Worker’ for the purposes of this specification means any person, not being one of the Contractor’s key personnel, nor any key personnel of any subcontractor, who is engaged by the Contractor, a subcontractor or the Employer and paid on an hourly paid basis to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

‘Workforce’ means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all subcontractors.

L1.3 ENGAGEMENT OF LOCAL LABOUR

The temporary workforce shall, as far as practically possible, and with the exception of key personnel, be recruited /selected from the local communities living in Ward 11.

Prior to the award of the Contract, the Employer shall, at his own cost, take all necessary actions to advertise within the local communities of the fact that the Contract will provide temporary employment opportunities and preference will be given to the use of the Local Labour on this Contract. Labourers and workers of the local community required by the Contractor shall be recruited/chosen from a Labour Register and appointed for work to enable the Contractor to comply with the specific minimum target value set for the Contract Participation Goal (CPG) for the Contract. Labourers and workers of the Local community who are engaged by other employers in paid positions of employment shall not be eligible for inclusion on the Labour Register.

L1.3.1 Employment of Local Labourers

Upon the award of the Contract the Contractor shall without delay consult with the Project Steering Committee (PSC), the Engineer and the Employer, and appoint a Community Liaison Officer (CLO) from a shortlist provided by the PSC, if so instructed, who is mutually acceptable to all parties. The Community Liaison Officer shall negotiate with the Contractor and the PSC and compile the required list of available Local Labourers called the Labour Register (Labour Desk).

The Contractor shall select and appoint temporary contract workers required for work included in the Contract from the available Local Labourers listed in the Labour Register with due observance of the skills required for the work in question.

L1.3.2 Selection of Local Labourers

The Contractor shall advise the CLO and the PSC in writing of the various categories of Local Labourers required for construction and the number of Local Labourers required in each category, together with the personal attributes which he considers desirable that each category of Local Labourers shall possess, taking due cognizance of the provisions of the Contract relating to Training.

The Contractor shall make his selection of Local Labourers from the applicants in the Labour Register, taking due cognizance of his requirements for the workforce and the provisions of the Contract in regard of the provision of Training to the workforce and in accordance with the following principles:

- (a) No potential Local Labourer shall be precluded from being employed by the Contractor on the execution of the Works by virtue of his lack of skill in any suitable operation forming part of the Works unless:
 - (i) All available vacancies have been or can be filled by labourers who already possess suitable skills; or
 - (ii) The completion period allowed in the Contract, or the remaining portion of the Contract period (as the case may be) is sufficient to facilitate the creation of the necessary skills;
- (c) Preference shall be given to the long-term and single heads of households;
- (d) The Contractor shall, in so far as is reasonably practicable, accommodate the applicant's expressed preferences regarding the types of work for which they are selected;
- (e) The selection process shall make provision for, but shall not be limited to, the inclusion in the Labour Register of disabled Local Labourers who are deemed capable to perform selected tasks, youths who are older than sixteen but not older than thirty five years and women.

After making his selection, the Contractor shall advise the CLO and the Engineer thereof in writing, and the Engineer, with the assistance of the CLO has the right to call a meeting with PSC and the Local Community for the purpose of ratifying the Contractor's selection. The Contractor shall attend such meeting and where reasonably required, shall motivate his selection. Should the Engineer or the Local Community make reasonable objection to the selection of any particular applicant by the Contractor, the Contractor shall not employ such applicant and shall select another suitable applicant acceptable to the Engineer and the Local Community as a replacement of the rejected applicant, in order to finalize the composition of the workforce.

The provisions this clause shall also apply in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time for the execution and completion of the Works.

L1.4 CONTRACTUAL REQUIREMENTS

L1.4.1 Legislation

The onus shall be on the Contractor to ensure that all statutory requirements applicable to the employment of Labour are observed.

L1.4.2 Labour content

The Labour Content (LC) of the Contract shall be determined as follows:

LC = total value of wages, allowances and costs paid to local labourers, including those employed by sub-contractors.

The total Rand value of the Labour Content, expressed as a percentage of the total Award Value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation), shall be defined as the Labour Content Percentage.

L1.4.3 Targeted labour

The targeted labour shall be as specified in Section C3.3 of the Works Specification. The definitions, provisions and specifications of the South African National Standard Specification SANS1914-52002, Targeted Construction Procurement: Part 5: Participation of Targeted Labour will apply to this contract. Should there however be conflict between SANS1914-5: 2002 and the Works n, the latter shall take precedence and prevail.

The Contractor shall engage targeted labour directly in the execution of the Works to the extent that the monetary value (Labour Content) of such engagement, expressed as a percentage of the Award Value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation), is not less than the Contract Participation Goal (CPG). The minimum local labour goal for this contract shall be **20%** of the award value.

L1.4.4 Records and reporting

The Contractor shall maintain accurate and comprehensive records of all local labourers engaged on the contract. Forms 1 to 4 (of which pro-formas are included in Part C1: Agreements and Contract Data) shall be completed and submitted to the Engineer at the end of each month, from the Commencement date up to the completion of the Contract. Form 3 may be substituted by the use of electronic banking records provided that the system can be audited.

The completed forms shall accompany the Contractor's monthly claim presented to the Engineer for payment of certified completed work. The Employer reserves the right to delay payments due to the Contractor should the Contractor fail to provide any item of required documentation to the approval of the Engineer.

The Contractors Labour Content performance will be measured at the end of each month in order to monitor the extent to which he is striving to reach the Local Labour Goal specified in Section C3.3 of the Works Specification.

The contractor shall, on completion of the contract, and as a pre-requisite event to the release of any retention money in terms of the conditions of contract, provide the Engineer with independently audited documentary evidence of the total actually paid to the workforce and the number of workers days generated during the contract.

L1.4.5 SANCTIONS

In the event that the Contractor fails to substantiate that any failure to achieve the Local Labour Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable to pay to the Employer a financial penalty (P) calculated in accordance with the following formula:

$$P = 0,01 \times (L_M - L_A) \times V_A.$$

Where:

P = Rand value of penalty payable.

V_A = Award value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation)

L_M = Local Labour Goal stated in the Project Document

L_A = The local labour component which the Employer's Representative certifies as being achieved upon completion of the contract.

L1.5 PROJECT STEERING COMMITTEE

When required a Project Steering Committee (PSC) shall be established to manage the project, consisting of members elected from each of the wards along the project road. The Contractor will have one senior member of his staff as representative on the PSC without any voting powers.

The Contractor will report all progress, deviations from the Contract, deviations from the programme, labour related matters, and financial progress to the PSC.

The PSC will act as liaison channel between the Contractor and the community. The PSC will assist the Contractor in identifying and recruiting local labour for the project.

The Contractor shall hold meetings with the PSC on a regular basis (at least once per month but not more than twice per month) to ensure that the PSC is informed and aware of progress and problems that may arise.

Allowance is made for the payment of subsistence/travel allowances to the members of the PSC attending meetings with the Contractor, by the Contractor in the Schedule of Quantities.

L1.6 COMMUNITY LIAISON OFFICER

L1.6.1 Appointment

The Contractor shall appoint a Community Liaison Officer (CLO) after consultation with the WARD COMMITTEE and the Ward Councillor Project Steering Committee (PSC), the Engineer and the Employer, as a link between the Ward Committee, Ward Councillor and Local Community PSC and the Contractor. The Community Liaison Officer shall be nominated by the Ward Committee and Ward Councillor PSC and shall be appointed as a member of the Contractor's management personnel and the Contractor's normal employment conditions shall be applicable to the appointment. The Contractor shall disclose his normal employment conditions to the Engineer when called upon to do so.

L1.6.2 Duties of the Community Liaison Officer

The Community Liaison Officer shall:

- (a) be available on Site daily between the hours agreed on by the Contractor, the Employer and the Engineer from time to time;
- (b) assist the Contractor in the identification of suitable trainees and shall attend one of each of the training sessions;
- (c) communicate with the Contractor and the Engineer to determine the labour requirements with regard to the numbers and skills;
- (d) assist in maintaining good labour relations, and when applicable partake in Labourers' grievances and dispute procedures;
- (e) assist in and facilitate the recruitment of suitable temporary labour and the establishment of the Labour Register (Labour Desk);
- (f) attend all meetings in which the Local Community and/or Labourers are present or are required to be represented;
- (g) assist in the identification, and screening of Labourers from the Local Community in accordance with the Contractor's requirements;
- (h) inform temporary Labourers of their conditions of temporary employment, and inform temporary Labourers as early as possible when their period of employment will be terminated;
- (i) attend disciplinary proceedings to ensure that hearings are fair and reasonable;
- (j) keep a daily written record of his interviews and community liaison activities;
- (k) carry out specific tasks ordered by the Engineer;
- (l) perform such other duties as required and agreed upon between all parties concerned.

L1.6.3 Remuneration

The remuneration of the Community Liaison Officer shall be determined jointly by the Contractor, Engineer and the Employer. A Provisional Sum is provided in the Schedule of Quantities to cover the remuneration of the Community Liaison Officer. **The current LOCAL RATE for payment of a CLO at Umdoni R9000/Month.**

The Community liaison Officer shall only be employed and paid for the period in which the duties of a Community Liaison Officer are required as agreed on by the Engineer and the Contractor.

L1.7 TRAINING REQUIREMENTS

Where training is specified in the Contract, the Contractor shall implement a formal training programme in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, subcontractors engaged therein, in a programmed and progressive manner. Workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

All Training shall take place during normal working hours and the Contractor shall make adequate allowance in his programme of work to accommodate the Training to be provided in terms of the Contract and shall ensure that the workers are available at the appropriate times to undergo such Training.

The Contractor shall submit with his tender full details of the formal training, which he intends to implement on the Contract. Details of the proposed Training shall be provided on Schedule of Proposed Training in the: Returnable Schedules and shall include the following:

- (i) The name of the training institution and course programme.
- (ii) Each type of training and course content synopsis.
- (iii) The manner in which the training is to be delivered.

The cost of the Training in accordance with the Contractor's Schedule of Proposed Training programme shall not exceed the sums provided for Training in the relevant pay items in the Bill / Schedule of Quantities.

The Contractor's Training schedule shall be subject to the approval of the Engineer, and the Contractor shall, if so instructed by the Engineer, alter or amend the Training schedule and its contents to suit changing conditions on the Site and changes in the Contractor's programme of work.

L1.7.1 Training of Local Labourers

Depending on the requirements of the Contract the Training shall make provision for on-site hands-on Training, courses presented in-house by the Contractor, and selected courses presented by institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer.

Each Labourer shall receive basic instructions and on-site hands-on training for the category of work required to be executed by him/her.

An approved number of Local Labourers chosen by the Contractor in conjunction with the Engineer shall attend in-house courses conducted by trainers in the employ of the Contractor in accordance with the approved Training programme to satisfy the need for trained Labourers on the Site.

Where formal accredited training is specified in the Contract, Local Labourers with the required aptitude shall be nominated by the Contractor, and subject to the approval of the Engineer, shall attend approved formal training courses presented by accredited institutions and considered essential for the execution of the Works.

For this purpose the Contractor shall submit a selection of courses from known training institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer from which the Engineer will choose the courses to be attended by the nominated and approval Local Labourers.

L1.7.2 Training for Emerging Contractors (SMME's)

The Contractor shall closely monitor the performance of the principals of Emerging Contractors (SMME's), the execution of their subcontracts and shall identify those who, in his opinion, display the potential to benefit from formal Training provided for in the Contract, and when required by the Engineer, the Contractor shall make recommendations in this regard. The final list of candidates will be decided on between the Contractor and the Engineer.

Where required, Emerging Contractors engaged by the Contractor shall receive training and guidance according to an approved formal training programme, which comprises both management skills and business development skills.

The Contractor shall, when requested provide full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost.

If so indicated, the Contractor shall alter or amend the formal training programme and its contents to suit changing conditions on Site and changes in the contractor's programme of work.

L1.7.3 Labourers remunerated during training

All Local Labourers employed by the Contractor shall be remunerated in respect of the time spent undergoing formal training. Payment for Labourers in respect of training periods during which no productive work is executed, shall be reimbursed to the Contractor as provided for in the Bill / Schedule of Quantities.

L1.7.4 Non-compliance

If at any stage the Engineer notifies the Employee in writing that the Contractor is not complying with the requirements of the Contract in respect of the training to be provided to Local and other Labourers and to the Emerging Contractors, then the Employer is entitled to appoint competent firms or persons to conduct the specified training at the Contractor's expense and the amounts paid to such firms or persons will be deducted from the Contractor's payment.

The Contractor shall be obliged to make Local Labourers and other employees available for Training when so required by the Engineer.

L1.8 FORMAL TRAINING

L1.8.1 General

The formal skills training programme to be implemented by the Contractor shall comply with the following minimum standards:

- (a) Be accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour, as being appropriate for this project.
- (b) Be delivered by suitably qualified and experienced trainers accredited to do so.
- (c) Be delivered in the modules as described by an authorized Training Centre. The modules listed are those considered applicable to most civil engineering projects and shall serve as a guide only for planning purposes. The actual training needs, training agency and programme shall be agreed with the Engineer prior to implementation.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the skills training programme, including the following:

- (i) Sufficient skilled, competent and accredited trainers to deliver the training programme to all workers in accordance with the training programme;
- (ii) A suitably furnished venue (if required)
- (iii) Transport to and from the works (as necessary)
- (iv) Tools, equipment and teaching aids;
- (v) Stationery and all other necessary materials

All members of the workforce will initially receive training in the module. Road safety for construction workers followed by training in the various work activity modules depending on the activities for which they will be employed. Each worker employed must be given the opportunity of completing at least one of the work activity modules during the initial training period, with further training being given on merit.

The Contractor shall keep comprehensive records of the training given to each worker as well as the nature and number of work tasks executed by the worker and whenever required shall provide copies of such records to the Engineer.

The Contractor shall in so far as it is reasonable and practical taking due and cognizance of the nature of the works to be executed at any given time, use training workers on those aspects of the works for which they have been trained.

L1.8.2 Accredited training and attendance

Only qualified trainers employed by training agencies that are accredited by the Construction, Education and Training Authority (CETA), or other institution recognized by the Department of Labour shall deliver all training. Accredited training referred to both the trainers as well as to the training material. Certificates affirming the successful participation in the various courses shall be presented to each attendant.

The Contractor shall facilitate in the delivery of training by instructing and motivating the hired local Labour, supervisors and subcontractors regarding attendance and participation.

All training shall take place within normal working hours or as agreed with the trainees.

L1.8.3 Supervisors

Attention shall be given to the formal and informal training of supervisors.

Candidates having the potential to become supervisors shall be selected from amongst the workforce and be given additional formal and informal training as outlined above. This selection will take place only once the initial skills training have been completed and workers have been given sufficient opportunity to prove their worth.

L1.8.4 Training records and certificates

The Contractor shall keep comprehensive records of the formal training given to each Labourer and principal of the Emerging Contractor and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each participant shall be issued with certificate indicating the course contents as proof of attendance and completion.

L1.8.5 Labour / Training Agent

If specified in the Contract, the Contractor shall appoint a Labour / Training Agent, subject to the written approval of the Engineer. The Labour / Training Agent shall be on the Site at all times when Local and other Labourers are executing work allocated to them. The labour / Training Agent shall report in writing to the Engineer on a daily basis on the work executed by the Local and other Labourers in the employ of the Contractor, the quality of the work the progress and all other information that the Engineer may require. The Labour / Training Agent shall also be responsible for those aspects of training which are assigned to him the Contract.

L1.8.6 Training centre

If so specified in the Contract a suitable on-site Training centre shall be provided by the Contractor to the satisfaction of the Engineer. The Training centre shall comply with the specifications for site offices as specified in the Specifications Measurement and payment of the Training centre and the required equipment shall be as specified in the Project Specification.

L2 SPECIFICATION FOR LABOUR-INTENSIVE CONSTRUCTION (EPWP)

L2.1 SCOPE

In order to reduce unemployment the Government has initiated the promotion of labour-intensive Expanded Public Works Programme (EPWP) projects.

The Expanded Public Works Programme (EPWP) is a short term, non-permanent, labour-intensive programme initiated by Government and funded wither fully or partially, from public resources to provide a public asset.

This specification sets out the provisions and requirements relating to labour-intensive construction for Expanded Public Works Programme (EPWP) projects.

L2.2 DEFINITIONS

For the purpose of this Contract, the definitions given in the Contract Data, the Standard Specifications, and the Works Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

‘Labour-intensive’ means the economically efficient employment of as many unskilled or semi-skilled Local Labourers as is technically feasible for it identifies portion or section of the Works.

‘Subcontractor’ means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to

whom specific portions or aspects of the works are sublet or subcontracted by the Contractor in accordance with the provisions of the contract.

‘Workforce’ means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all subcontractors.

Standard specifications (those normally used by the public bodies) are to be utilised. It is necessary, however, to include certain requirements in the scope of work to implement labour-intensive works in accordance with the provisions of these Guidelines.

L2.3 LABOUR-INTENSIVE COMPETENCIES OF CONTRACTOR'S STAFF

L2.3.1 Eligibility requirements

A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff.

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

L2.3.2 Labour-intensive competencies of supervisory and management staff

Established contractors shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging 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 Stormwater Drainage	} Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za, Tel: 011-265 5900)			

L2.4 STANDARD CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PROJECTS

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 N° 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.

L2.4.1 Introduction

- (a) This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.
- (b) Additional Definitions:
The following additional definitions shall, unless the context dictates otherwise, apply:
 - (i) **“department”** means any department of the State, implementing agent or contractor;
 - (ii) **“employer”** means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
 - (iii) **“worker”** means any person working in an elementary occupation on a EPWP;
 - (iv) **“elementary occupation”** means any occupation involving unskilled or semi-skilled work;
 - (v) **“management”** means any person employed by a department or implementing agency to administer or execute an EPWP;
 - (vi) **“task”** means a fixed quantity of work;
 - (vii) **“task-based work”** means work in which a worker is paid a fixed rate for performing a task;
 - (viii) **“task-rated worker”** means a worker paid on the basis of the number of tasks completed;
 - (ix) **“time-rated worker”** means a worker paid on the basis of the length of time worked.

L2.4.2 Terms of Work

- (a) Workers on an EPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- (c) Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

L2.4.3 Normal Hours of Work

- (a) An employer may not set tasks or hours of work that require a worker to work—
 - (i) More than forty hours in any week;
 - (ii) On more than five days in any week; and
 - (iii) For more than eight hours on any day.
- (b) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

-
- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

L2.4.4 Meal Breaks

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

L2.4.5 Special Conditions for Security Guards

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

L2.4.6 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.

L2.4.7 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").

L2.4.8 Work on Sundays and Public Holidays

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid:
 - (i) The worker's daily task rate, if the worker works for less than four hours;
 - (ii) Double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid:

-
- (i) The worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (ii) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

L2.4.9 Sick Leave

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
 - (b) 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.
 - (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
 - (d) Accumulated sick leave may not be transferred from one contract to another contract.
 - (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
 - (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
 - (g) An employer must pay a worker sick pay on the worker's usual payday.
 - (h) 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:
 - (i) Absent from work for more than two consecutive days; or
 - (ii) Absent from work on more than two occasions in any eight-week period.
- 8**
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
 - (j) 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.

L2.4.10 Maternity Leave

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

- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave:
 - (i) Four weeks before the expected date of birth; or
 - (ii) On an earlier date:
 - If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - If agreed to between employer and worker; or
 - (iii) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

L2.4.11 Family responsibility leave

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

- (a) When the employee's child is born;
- (b) When the employee's child is sick;
- (c) In the event of a death of:
 - (i) The employee's spouse or life partner;
 - (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

L2.4.12 Statement of Conditions

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

L2.4.13 Keeping Records

- (a) Every employer must keep a written record of at least the following:
 - (i) The worker's name and position;
 - (ii) In the case of a task-rated worker, the number of tasks completed by the worker;
 - (iii) In the case of a time-rated worker, the time worked by the worker;
 - (iv) Payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the EPWP.

L2.4.14 Payment

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A task-rated worker will only be paid for tasks that have been completed.
- (c) 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.
- (d) A time-rated worker will be paid at the end of each month.
- (e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (f) Payment in cash or by cheque must take place:
 - (i) at the workplace or at a place agreed to by the worker;
 - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (iii) in a sealed envelope which becomes the property of the worker.
- (g) An employer must give a worker the following information in writing:
 - (i) the period for which payment is made;
 - (ii) the numbers of tasks completed or hours worked;
 - (iii) the worker's earnings;
 - (iv) any money deducted from the payment;
 - (v) the actual amount paid to the worker.
- (h) 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
- (i) 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.

L2.4.15 Deductions

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

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

L2.4.16 Health and Safety

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

L2.4.17 Compensation for Injuries and Diseases

- (a) 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.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

L2.4.18 Termination

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.

- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing 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.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

L2.4.19 Certificate of Service

- (a) On termination of employment, a worker is entitled to a certificate stating:
 - (i) The worker's full name;
 - (ii) The name and address of the employer;
 - (iii) The EPWP on which the worker worked;
 - (iv) The work performed by the worker;
 - (v) Any training received by the worker as part of the EPWP;
 - (vi) The period for which the worker worked on the EPWP; and
 - (vii) Any other information agreed on by the employer and worker.

L2.5 VARIATIONS TO STANDARD CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PROJECTS

Notwithstanding the provisions of the above mentioned Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, the Contractor shall comply with the following relevant statutory legislation:

- (a) Basic Conditions of Employment Act 75 of 1997
- (b) Labour Relations Act 66 of 1995
- (c) Employment Equity Act 55 of 1998 (Chapters 1 and 2)
- (d) Occupational Health and Safety Act 85 of 1993
- (e) Compensation for Occupational Injuries and Diseases Act 130 of 1993
- (f) Skills Development Act of 1998

The statutory Department of Labour's Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa as amended shall apply in respect of any employer or employee associated with the contract.

For the purposes of this contract, the following variations to the above-mentioned Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R63 of 25 January 2002 shall apply. The Sub-clause numbers refer to the relevant Sub-clause number under Sub-clause E2.4 above.

Delete Sub Sub-clause E2.4.3 and replace with the following:

"Clauses 8, 9 and 10 of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral

Determination 2: Civil Engineering Sector, South Africa shall apply. Clause 8 makes provision for 45 hours/week.”

Delete Sub Sub-clauses E2.4.6 and E2.4.7 and replace with the following:

“Clause 12 of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (no. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Clause 12 makes provision for a daily rest period of 12 consecutive hours and a weekly rest period of 36 consecutive hours.”

Delete Sub-sub-clause E2.4.14 and replace with the following:

“Sub-clause 5(1) (a) of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Sub-clause 5(1) (a) makes provision for employees to be paid weekly, fortnightly or monthly.”

L2.6 EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

L2.6.1 Requirements for the sourcing and engagement of labour.

- (a) Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation, SANS 1914-5, Participation of Targeted Labour and the Works Specification.
- (b) **The current minimum daily wage rate for unskilled labour is as determined by SAFCEC.**
- (c) 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.
- (d) 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 sub-sub-clause E2.6.1 (c) above.
- (e) 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:
 - (i) Where the head of the household has less than a primary school education;
 - (ii) That have less than one full time person earning an income;
 - (iii) Where subsistence agriculture is the source of income; and
 - (iv) Those that are not in receipt of any social security pension income
- (f) The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - (i) 40% women;
 - (ii) 20% youth who are between the ages of 18 and 35; and
 - (iii) 2% persons with disabilities.

L2.6.2 Specific provisions pertaining to SANS 1914-5

(a) Definitions

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

(b) Contract participation goals

- (i) The specified contract participation goal for the contract is 20% of the award value. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- (ii) 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.

(c) 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.

(d) Variations to SANS 1914-5

- (i) 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.
- (ii) The schedule referred to in clause 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.

L2.6.3 Training of targeted labour

- (a) 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.
- (b) The cost of the formal training of targeted labour will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
- (c) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

- (d) 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 sub clause E2.6.3(c) above.
- (e) Proof of compliance with the requirements of sub-clause E2.6.3 (b) to (d) must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

L2.7 GENERIC LABOUR-INTENSIVE SPECIFICATION

L2.7.1 Applicable Standardized Specification

The Construction and Management Requirements for Works Contracts:

Specification SANS 1921-5: 2004, Part 5: Earthworks Activities, which are to be performed by Hand, shall apply as additional Works Specifications to this contract. The South African National Standard SANS 1921-5: 2005 Specification is not bound in this document and it may be obtained from South African Standards (website www.stansa.co.za) or viewed by appointment at the offices of the Employer's Representative during normal working hours.

L2.7.2 Variations to SANS 1921-5: 2004, Part 5: Earthworks activities, which are to be performed by hand

Clause 4.2: Trench excavation

Add the following to sub-clause 4.2.1:

"The trenches which are to be excavated by hand are up to 1,5m deep."

Clause 4.4: Excavations other than in trenches

Replace sub-sub-clause 4.4.1 with the following:

"All material excavatable by hand related to the items listed in Table 4.13/1 shall be excavated by hand."

Clause 4.7: Loading

Delete and replace with the following:

"Loading of material in areas difficult for the specialised equipment (restricted areas) shall be done by hand."

Clause 4.8: Haul

Add the following:

"This clause shall not apply to this contract."

Clause 4.10: Spreading

Add the following:

"This clause shall apply to this contract only provided the material can be economically spread by hand."

Add the following new clauses 4.13 and 4.14:

“4.13 : Labour-intensive Work

The items/activities that shall be done by hand are listed/provided in Part C4: Site Information. These listed items and others indicated by the prefix LI in the Bill of Quantities are compulsory and may not be executed in any other way.

The contractor may identify further activities to increase the labour component of the contract.

4.14: Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

The Contractor may also propose to the Engineer additional labour based activities, or alternative activities in place of any of the above-mentioned activities that cannot be executed using labour based methods due to unforeseen and abnormal circumstances.

The Contractor shall take cognizance of his General Obligations and the contribution of Targeted Labour to the Contractor Participation Goal (CPG) specified for the contract.

Before commencing with any labour-intensive operations the Contractor shall discuss his intentions with the Engineer, and shall submit to the Engineer on a weekly basis, daily labour returns indicating the numbers of temporary personnel employed on the works and the activities on which they were engaged.”

L2.8 MEASUREMENT AND PAYMENT

Prescribed Labour-intensive work

Those parts of the Works included in the contract, which are to be constructed using labour-intensive methods have been marked in the Schedule / Bill of Quantities. The pay items or sub-items of the works, or parts of the works which are to be constructed using labour-intensive methods only are marked by the letter LI as included in the

Payment Refers Column for that item. 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 LI are not necessarily an exhaustive list of all the activities which may be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in this Works Specifications.

Payment for items which are designated to be constructed labour-intensively (either in the Schedule / Bill of Quantities or in the Scope of Work) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work, which is to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

PART C4: SITE INFORMATION

4.1 Notice Board Layout

4.2 Locality Plan

4.3 Reduced A3 Tender Drawings