



**GREATER
KOKSTAD
MUNICIPALITY**

PROVINCE OF KWAZULU NATAL

GREATER KOKSTAD MUNICIPALITY

**REHABILITATION OF JIM PAYNE DRIVE
CONTRACT No. GKM 07-26/27**

**CIDB CONTRACTOR GRADING
5CE OR HIGHER**

COMPILED BY:		ON BEHALF OF:	
	HN CONSULTING ENGINEERS (PTY) LTD 73 VILLIERS DRIVE, CLARENDON PIETERMARITZBURG 3201 Tel N ^o : +27 33 394 2352 Fax N ^o : +27 33 394 2356 Email: projectadmin@hn.co.za		GREATER KOKSTAD MUNICIPALITY P O BOX 8 KOKSTAD 4700 Tel N ^o : +27 39 797 6674 Fax N ^o : +27 39 727 3676 Email: Asanda.Jojo@kokstad.gov.za

COMPULSORY BRIEFING MEETING DATE: 13 AUGUST 2026 AT 11h00

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE	
FAX	
TENDER SUM	

TENDER CLOSING DATE: 21 AUGUST 2026 AT 12h00



EXPANDED PUBLIC WORKS PROGRAMME

INVITATION TO BID (MBD 1)

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	GKM 07-26/27	CLOSING DATE:	21 AUGUST 2026	CLOSING TIME:	12H00
DESCRIPTION	REHABILITATION OF JIM PAYNE DRIVE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
75 HOPE STREET					
KOKSTAD					
4700					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Ms A. Jojo	
CONTACT PERSON	Ms. A. Mahlaka		TELEPHONE NUMBER	039 797 6674	
TELEPHONE NUMBER	039 797 6600/44		FACSIMILE NUMBER	039 727 3676	
FACSIMILE NUMBER	039 727 3676		E-MAIL ADDRESS	Asanda.Jojo@kokstad.gov.za	
E-MAIL ADDRESS	Andiswa.Mahlaka@kokstad.gov.za				

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE DOCUMENT PROVIDED**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

SIGNATURE OF BIDDER

CAPACITY UNDER WHICH THE BID IS SIGNED

DATE:

TENDER NOTICE AND INVITATION TO TENDER

T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

REHABILITATION OF JIM PAYNE DRIVE BID NO.: GKM 07-26/27

The Greater Kokstad Municipality hereby invites reputable Service Providers with a CIDB Grading of **5CE or higher** for the Rehabilitation of Jim Payne Drive.

The scope of work and bid requirements is stipulated in the bid document.

This advert is issued in compliance with the Preferential Procurement Regulation, 2022. Evaluation will be done on the following two-stage process in terms of National Treasury Circular No: 53:

Stage 1:

Assessment of Functionality. Only service providers who achieve a minimum threshold of 60% on functionality will qualify to proceed to stage two of the Evaluation process. Functionality criteria is as follows:

Company Experience	(40 Points)
Key Personnel	(30 Points)
Schedule of Plant and Equipment	(15 Points)
Quality Control Plan	(15 Points)

Stage 2:

Evaluation will be done based on the 80/20 preferential point system, where 80 points will be allocated for price and 20 points for specific goals. Bidders must submit the required documentation to claim preference points.

POINTS AWARDED FOR SPECIFIC GOALS

The 80/20 preferential point system will be applied, with 80 points allocated for price and 20 points for the Municipality's specific goals, namely ownership and RDP goals.

GOAL 1 – Ownership	10 Points
GOAL 2 – RDP	10 Points

The tender document **must** be downloaded from the **Greater Kokstad Municipality website** www.kokstad.gov.za at no cost. **The Municipality will not be held responsible for any incomplete documents downloaded on the E-tender Portal or on the Greater Kokstad Municipality website.**

A COMPULSORY briefing meeting will be held on **13 August 2026 at 11h00**, at Adam Kok III Building, 75 Hope Street, Kokstad. **No latecomers will be admitted to the venue.**

Sealed tenders marked “**Bid No.: GKM 07-26/27 “REHABILITATION OF JIM PAYNE DRIVE”** must be deposited in the **BOX** located at the Reception Area, Adam Kok III Building, 75 Hope Street, Kokstad, not later than **21 August 2026 at 12H00**, where after, bids will be opened in public.

Bidders retain the responsibility of ensuring that tender documents submitted are placed in the marked tender box. This is not the responsibility of the Municipality.

Late, telegraphic, e-mailed, or faxed bids will not be considered.

Technical Enquiries: Ms. A. Jojo on Tel: 039 797 6674; Fax: 039 727 3676, or email: Asanda.Jojo@kokstad.gov.za

Supply Chain Management enquiries: Ms A. Mahlaka on Tel. 039 797 6600, or email: Andiswa.mahlaka@kokstad.gov.za

Greater Kokstad Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the Bid in whole or part, at the rates quoted.

MR S R ZWANE
MUNICIPAL MANAGER
NOTICE NO.: 08-2026/2027

COMPLETION OF MUNICIPAL BID DOCUMENTS AND CLARIFICATION OR TENDER REQUIREMENTS

1. PURPOSE OF THIS SECTION

This section aims to assist bidders by clarifying the purpose and importance of each Municipal Bid Document (MBD form) and outlining the consequences of not completing or submitting these forms correctly. It also provides guidance on mandatory compliance requirements such as Joint Venture (JV) submissions, municipal rates and taxes, and CIDB grading requirements.

1. COMPLETION OF MUNICIPAL BID DOCUMENTS (MBD FORMS)

All bidders must ensure that the following forms are fully completed, signed, and submitted with their tender. Failure to comply may render the bid non-responsive or lead to disqualification.

Form No.	Form Name	Purpose / What to Declare	Consequence of Non-Compliance
MBD 1	Invitation to Bid	Confirms bidder's details, pricing, and acceptance of bid conditions. Bidders must complete all parts, especially the price, offer validity period, and signature.	Omission of pricing or bidder details automatically disqualifies the bid, as the offer cannot be evaluated.
MBD 2	Tax Clearance Requirements	Ensures the bidder is tax compliant with SARS.	Non-compliant bidders will be given seven days to fix their tax matters with the South African Revenue Service and will be disqualified if the tax matters are not compliant after the seven days period
MBD 3.1 / 3.2 / 3.3	Pricing Schedules	Provides detailed pricing for goods/services offered.	Incomplete pricing results in invalid or non-responsive bid.
MBD 4	Declaration of Interest	Requires bidders declare interest and to declare any relationship with municipal employees, councillors, or other state officials. All directors, shareholders, and partners must be listed including JV partners in case of a joint venture if the form is not completed separately by the joint venture partners. Bidders must also declare if they have an interest in any other company to avoid false declarations.	Failure to disclose relationships or interests in other companies constitutes a false declaration under the Municipal Supply Chain Management Regulations, 2005 (Reg. 38) and will lead to disqualification, blacklisting, or cancellation of the contract or recovery of funds. Bidders are informed that the failure to declare interest on other related companies constitutes a false declaration and bidders will be disqualified for non-disclosure
MBD 6.1	Preference Points Claim Form (Specific Goals)	Used to claim preference points for specific goals in line with the Preferential Procurement Regulations, 2022.	Bidder forfeits preference points if not completed. Bidders must claim points by writing the number of points claimed and not by ticking.

MBD 8	Declaration of Bidder's Past Supply Chain Practices	Declares whether the bidder has been restricted, terminated, or failed to perform on any previous government contract.	Failure to disclose or false declaration may result in disqualification or blacklisting.
MBD 9	Certificate of Independent Bid Determination	Confirms that the bid was prepared independently without collusion or price fixing.	Omission renders bid non-responsive.

JOINT VENTURE (JV) SUBMISSIONS

Where a bid is submitted as a Joint Venture (JV), the following requirements apply:

- A signed JV Agreement must be submitted, clearly identifying the lead partner and percentage shareholding.
- Each partner must either complete separate MBD 4, MBD 8, and MBD 9 forms or if the forms are completed for the joint venture (combined forms MBD 4, 8 and 9) the directors of all parties must be listed on MBD 4 and the bidders name must be that of the Joint Venture.
- All partners must be CSD registered and tax compliant.
- A combined specific goals declaration must be provided.
- In case of a bid with a CIDB requirement the lead partner's CIDB grading may not be more than one level lower than the required grading for the project, in accordance with Regulation 25(7A) of the Construction Industry Development Regulations, 2013 (as amended).
- The joint venture grading calculator will be used to calculate the bidders CIDB Grade of the joint venture
- Failure to comply with these requirements will render the JV bid non-responsive.

Example: If the tender requires CIDB 7CE, the lead partner must have at least a 6CE grading or the bidder will be

Valid municipal statement excluded.

Municipal Rates and Taxes

All bidders must provide proof of good standing regarding municipal rates and taxes by submitting one of the following:

- A not older than 3 months; or
- A lease agreement signed by both parties if the premises are leased; or
- An original affidavit if the
- Proof of payment arrangement if the account is in arrears.

Failure to provide proof of municipal rates compliance will result in automatic disqualification.

Additional Mandatory Requirements

- CSD Registration: Bidders must be registered and active on the Central Supplier Database (CSD) at the time of award.

6. Important Reminder

Incomplete, unsigned, or missing mandatory documents cannot be rectified after closing. Bidders are strongly advised to review their submission using a compliance checklist before delivery.

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO THE NATIONAL TREASURY SUPPLY CHAIN MANAGEMENT REGULATIONS ISSUED IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT 56, 2003, THE GREATER KOKSTAD MUNICIPALITY SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, the Municipality will not be held responsible for late bids.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids.
8. A specific box is provided for the receipt of bids, via courier services should be inserted by the courier company on the tender box a special instruction must be given to the courier company, the Municipality will not be responsible for documents received late, lost or misplaced tender documents.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Any alteration made by the bidder must be initialled.
12. Use of correcting fluid is prohibited
13. Bids will be opened in public as soon as practicable after the closing time of bid.
14. Where practical, prices are made public at the time of opening bids.
15. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

SECTION B

TENDER REQUIREMENTS AND MANDATORY RETURNABLE DOCUMENTS

REHABILITATION OF JIM PAYNE DRIVE

BID NUMBER: GKM 07-26/27 5CE OR HIGHER

Bidders must attach the following mandatory returnable documents to be considered for this bid and must note the applicable conditions:

- Price (s) or rates quoted must be firm and must be inclusive of VAT
- Copy of CSD (Central Supplier Database) report (not older than 3 months), if not attached the CSD Number on MBD 1 will be used for verification.
- Bidders must submit proof that the company and the director/s of the company do not owe rates and taxes or Municipal service charges for a period longer than 90 days. **Bidders must refer to section J for the required document.**
- Printed copy of SARS Tax Pin for further verification, **if not attached the CSD printout will be used to verify the tax compliance status. Bidders will not be eliminated for not attaching copy of the SARS tax compliance certificate.**
- Completed and signed Municipal Bidding Documents, if MBD 6.1 is not signed, bidders will lose the points and will not be disqualified.
- Proof of registration with CIDB-5CE or higher
- NB: failure to meet above criteria will lead to disqualification.

The following conditions will apply:

- Price(s) or rates quoted must be valid for at least a hundred & twenty (120) days from the date of your offer.
- Price(s) quoted must be firm and must be inclusive of VAT
- The total bid price must be CARRIED OVER to MBD 1
- All the required documents must be attached.

NB: No quotations/tenders will be considered from persons in the service of the state or persons who owe rates, services, and taxes to any Municipality for a period longer than 90 days.

SECTION C - CHECKLIST

The Checklist below is attached hereto to assist Service Providers with the completion of the tender document. Service Providers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

The tenderer must complete and return documents; all returnable document as listed below as part of his/her tender submission:

Returnable Schedules (Documents) for Tender Evaluation Purposes	Yes	No	N/A
Has the Tender Document been completed in BLACK INK and all corrections counter-signed? (No correction fluid used)			
Have all tendered amounts been arithmetically checked, and the correct total bid price been carried forward to MBD 1? Bidders who do not put prices on MBD 1 will be eliminated.			
Is a valid Tax Clearance Status Verification Certificate with pin attached to the Tender Document?			
In case of a joint venture, has the tenderer attached a joint venture agreement signed by both parties indicating the lead partner of the joint venture (company documents to be attached for all JV Partners i.e. CSD, Tax Verification certificate, etc.)			
Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the tenderer signed the register (when applicable)			
Has the tenderer fully completed the Declaration of Interest (MBD 4) form, (Directors must be listed on the table on MBD 4 form)			
Has the "Preference Points Claim Form (MBD 6.1) in terms of the Preferential Procurement Regulations 2022" been completed in its entirety and signed?			
Has the tenderer attached proof that the DIRECTOR/S of the company do not owe Municipal rates (Refer section J for the required documentation) .			
Has the tenderer attached proof that the COMPANY does not owe Municipal rates (Refer section J for the required documentation) .			
Central Supplier's Database registration certificate - Detailed CSD			
Has the "Declaration of Bidder's Past SCM practices (MBD 8)" been completed in its entirety and signed?			
Has the "Independent Bid Determination (MBD 9)" been completed in its entirety and signed.			
Has all information as required in terms of the Tender Document been submitted with the tender?			

Name of the Bidder: _____

Signature: _____ Date: _____

SECTION D

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the Greater Kokstad Municipality Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.
2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to www.csd.gov.za to register or call KZN Provincial Treasury on 033 897 4223/4676/4509 for assistance.
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Municipality may, without prejudice to any other legal rights or remedies it may;
 - 3.1 Recommend to National/Provincial Treasury the de-registration of the supplier from the Central Supplier Database
 - 3.2 Cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted, or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to update its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

SECTION E
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS CORRECT
AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of the authorised representative)

.....

WHO REPRESENTS (state name of bidder)

.....

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....

SIGNATURE OF THE AUTHORISED REPRESENTATIVE

DATE.....

SECTION F

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 OR

Shareholder²):.....

3.4. Company Registration Number:

3.5. Tax Reference Number:.....

3.6. VAT Registration Number:

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.

.....

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

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

Shareholder" means a person who owns shares in the company 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

SECTION G

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, bidders are required to ensure compliance with their tax obligations.
2. Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
3. Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. in order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
4. Foreign suppliers must complete the pre-award questionnaire in part b:3.
5. Bidders may also submit a printed TCS certificate together with the bid.
6. In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS Certificate / Pin / CSD number.
7. Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD registration printout must be provided.

SECTION H

AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer **must attach the authority to sign letter or must complete** the certificate set out below for the relevant category **if the resolution letter is not attached.**

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

A. CERTIFICATE FOR COMPANY

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

As witnesses:

1. Chairman:
2. Date:

B. CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as
....., hereby authorise Mr/Ms
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 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.....of the lead partner, authorised signatory of the company, to sign all documents in connection with this tender for Contract and any contract resulting from it on our behalf. This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture (Joint Venture to submit power of attorney).

Name of Firm	Address	Authorizing Name and Capacity	Authorizing Signature
Lead Partner:			

D. CERTIFICATE FOR SOLE PROPRIETOR

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

As witnesses:

1. Sole Owner:
2. Date:

E. CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorise Mr./Ms. 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 key partners upon whom rests the direction of the affairs of the Partnership as a whole.

SECTION I

TENDER CONSENT FORM:

I _____ a natural person with
Full Name

ID No.: _____ in my capacity as _____

of _____
(Company Name and Reg. No.)

I hereby give my consent to the Greater Kokstad Municipality to collect, process and distribute my personal information where the Greater Kokstad Municipality is legally required to do so.

I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.

I understand the purposes for which my personal information is required and for which it will be used and consent to third parties accessing my personal information and to the Greater Kokstad Municipality sharing my personal information strictly for verification purposes.

I understand that, should I refuse to provide the Greater Kokstad Municipality with the required consent and/ or information, the Greater Kokstad Municipality will be unable to consider my application for the above-mentioned tender.

I declare that all my personal information supplied to the Greater Kokstad Municipality is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Greater Kokstad Municipality of any changes to my Personal Information should any of these details change.

tick the appropriate box:

☐	I / We hereby consent to the above
☐	I/We hereby withhold consent and understand the implication of my/our decision and will not hold the Greater Kokstad Municipality responsible for not considering my/our bid.

Signed at this day of20.....

..... Signature of data subject/designated person

..... Signature.....

SECTION J

RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE (PROOF OF LOCALITY)

In terms of section 38(d) of the National Treasury Municipal Supply Chain Management Regulation the Greater Kokstad Municipality reserves the right to reject any tender if any municipal rates and taxes or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears **for more than 3 (three) months/90 days**.

Tenderers are required to submit proof that the company and directors do not owe municipal rates and tariffs for the municipality.

This serves to confirm that _____ **(Company Name) municipal rates and taxes are paid up to date and the following is attached:** Your tender will be rejected if you have not attached proof that your company does not owe rates for a period longer than 90 days

Proof that the Bidder (Company) does not owe rates	Tick whichever is attached.
Municipal Statement not older than 90 days and not owing more than 90 days	
Valid Lease agreement (Must be active and must be signed by both parties)	
Municipal Rates clearance certificate / Affidavit if the company is operating in rural areas (non-ratable area). Affidavit to state the reason why they are not responsible for paying rates	
Letter or rates statement from the landlord or body corporate if the company is renting and does not have a lease agreement.	
An original copy of an affidavit if the company has not attached any of the document above mentioned documents - the affidavit must clearly state the reasons why the company is not owing rates and taxes or any Municipal charges.	

(Company Director/s) municipal rates and taxes are paid up to date and the following is attached:

Please note that you are required to attach proof that each director does not owe rates and taxes or Municipal service charges for a period longer than 90 days. Your tender will be rejected if you have not attach proof that each director does not owe rates for a period longer than 90 days.

Proof that the director/s do not owe rates for more than 90 days	Tick whichever is attached.
Municipal Statement not older than 90 days and not owing more than 90 days	
Valid Lease agreement (Must be active and must be signed by both parties)	
Municipal Rates clearance certificate / Affidavit if the director/s is operating in rural areas (non-ratable area). Affidavit to state the reason why they are not responsible for paying rates	
Letter or rates statement from the landlord or body corporate if the company is renting and does not have a lease agreement.	
An original copy of an affidavit if the director/s has not attached any of the document above mentioned document - the affidavit must clearly state the reasons why the director/s do not owe rates and taxes or any Municipal charges.	

NB: TENDERERS TO NOTE THAT THEY NEED TO SUBMIT PROOF THAT BOTH THE COMPANY AND THE DIRECTOR/S DO NOT OWE RATES/ TAXES.

Signed at this day of20.....

..... Signature of data subject/ designated person

..... Signature.....

REHABILITATION OF JIM PAYNE DRIVE CONTRACT No. GKM 07-26/27

TABLE OF CONTENTS

PART	DESCRIPTION
PART T: THE TENDER	
T1	Tendering Procedures
T1.1	Tender Data
T2	Returnable Documents and Schedules
T2.1	List of Returnable Documents
T2.2	List of Returnable Schedules and Forms
PART C: THE CONTRACT	
C1	Agreements and Contract Data
C1.1	Form Offer and Acceptance
C1.2	Contract Data
C1.3	Performance Guarantee
C1.4	Retention Money Guarantee
C1.5	Agreement in terms of Section 37(2) of the Occupational Health and Safety Act no 85 of 1993
C1.6	Functionality Criteria
C1.7	Quality Control Plan
C2	Pricing data
C2.1	Pricing Instructions
C2.2	Schedule of Quantities
C3	Scope of Work
C3.1	Standard Specifications
C3.2	Project Specifications
C3.3	Particular Specifications
C4	Site Information
C4.1	Locality Map
C4.2	Drawings

THE TENDER

T1: TENDERING PROCEDURES

T2: RETURNABLE DOCUMENTS

TABLE OF CONTENTS

T1: TENDERING PROCEDURES
T1.1: TENDER DATA

T1.1: TENDER DATA

T1.1.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2016 in Government Gazette No 38960 of 10 July 2016, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. Annexure F and Table G1 of that notice are deliberately not reproduced in this document; tenderers may review the standard on the CIDB website (see www.cidb.org.za).

T1.1.2 Variations to the Standard Conditions of Tender

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall take 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 shall apply to this tender.

Please note that the word "Client" is used in this document and referred to as "Employer" in the Standard Conditions of Tender document.

Clause Number	Description
F.1	General
F.1.1	Actions
	The Employer is Greater Kokstad Municipality, represented by Mr. S. Zwane.
F.1.2	Tender Documents
	The tender documents issued by the employer comprise the following: THE TENDER T1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules THE CONTRACT C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Performance Guarantee C1.4 Retention Money Guarantee C1.5 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.6 Functionality Criteria

		C2: Pricing data C2.1 Pricing Instructions C2.2 Schedule of Quantities C3: Scope of work C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications C4: Site information C4.1 Locality Plan C4.2 Drawings Not issued to Tenderer's, but available from the Master Builders Association, The South Institute of Architects, the Government printers, the Construction Industry Development Board, and the Employer, as applicable: 1. CIDB, "<i>The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender</i>", Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016. 2. GCCC SERIES 2015 "<i>General Conditions of Contract for Construction Works Agreement</i>", Third Edition– 2015. 3. The "Standard Specifications for Road and Bridge Works for State Road Authorities, COTO", 2020 edition. 4. The "<i>Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)</i>". 5. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (November 2022).
F.1.4		Communication and the 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 Employers Agent in writing to tenderers will be regarded as amending the Tender Documents.
	The Employer's Agent is: Address: Tel N°: Contact Person Email:	HN CONSULTING ENGINEERS (PTY) LTD 73 Villiers Drive Clarendon Pietermaritzburg 3201 +27 (33) 394 2352 Nwabisa Marasha projectadmin@hn.co.za

F.2		Tenderer's Obligations																
F.2.1		Eligibility																
F.2.1.1		Tenderers must satisfy the following criteria in order to be eligible to submit a tender;																
		A. Construction Industry Development Board (CIDB) Registration																
		1. Be registered with the CIDB and reflect as “Active” at time of tender closing, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, but not less than 5CE OR HIGHER class of construction work.																
		B. Joint Ventures are eligible to submit a tender offer provided that:																
		1. Every member of the joint venture is registered (as “Active”) with the CIDB (at the time of tender closing).																
		2. The lead partner has a contractor grading designation in the CE/GB class of construction work and has a grading designation of not lower than one level below the required grading designation;																
		3. The value of work to be undertaken by each partner must be within their CIDB grading limit.																
		4. The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations (2016) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations:																
		<table><tr><th>Designation</th><th>Deemed to satisfy joint venture arrangements</th></tr><tr><td>3</td><td>Three contractors registered in contractor grading designation 2</td></tr><tr><td>4</td><td>Three contractors registered in contractor grading designation 3</td></tr><tr><td>5</td><td>Two contractors registered in contractor grading designation 4 One contractor registered in contractor grading designation 4 and two registered in contractor grading designation 3</td></tr><tr><td>6</td><td>Two contractors registered in contractor grading designation 5 One contractor registered in contractor grading designation 5 and two registered in contractor grading designation 4</td></tr><tr><td>7</td><td>Two contractors registered in contractor grading designation 6 One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5</td></tr><tr><td>8</td><td>Three contractors registered in contractor grading designation 7</td></tr><tr><td>9</td><td>Three contractors registered in contractor grading designation 8</td></tr></table>	Designation	Deemed to satisfy joint venture arrangements	3	Three contractors registered in contractor grading designation 2	4	Three contractors registered in contractor grading designation 3	5	Two contractors registered in contractor grading designation 4 One contractor registered in contractor grading designation 4 and two registered in contractor grading designation 3	6	Two contractors registered in contractor grading designation 5 One contractor registered in contractor grading designation 5 and two registered in contractor grading designation 4	7	Two contractors registered in contractor grading designation 6 One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5	8	Three contractors registered in contractor grading designation 7	9	Three contractors registered in contractor grading designation 8
	Designation	Deemed to satisfy joint venture arrangements																
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7	Two contractors registered in contractor grading designation 6 One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5																	
8	Three contractors registered in contractor grading designation 7																	
9	Three contractors registered in contractor grading designation 8																	
	5. Tenders submitted by joint ventures of two or more firms must 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 defines 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.																	
	6. The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and showing clearly the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit.																	

		C. National Treasury Central Supplier Database Registration Only Tenderers who are to be registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderers CSD registration number. Tenderers who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award. In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture. Tenderers who wish to register as service providers on the CSD can register online at https://secure.csd.gov.za/Account/Register. D. Attendance of Compulsory Site Briefing Tenderers must attend the compulsory site briefing and have Form A4 "Certificate of attendance of Site Inspection Meeting" signed by the Employers agent or his representative will be eligible to submit a tender offer. Compulsory site briefing will be held at Adam Kok III Building, 75 Hope Street in Kokstad on 13 August 2026 at 11h00. E. Labour Intensive Construction The tenderer must demonstrate that they have in their employment suitable qualified management and supervisory personnel with an NQF 5 from a CETA accredited training provider in labour intensive construction. F. Tenderer's Tax Clearance Matters 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.
F.2.1.3		Only those tenderers who can demonstrate that; a. they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies; for supervisory and management staff during the validity of the contract, are eligible to submit tenders. Tender Qualification: Labour Intensive Contracts To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria: a. Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project) and applying trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5. b. Liquid assets/or credit facilities covering the expected expenditures for two full work months c. Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment d. The contractor will carry out the works using labour based work methods as described in the Special Conditions of Contract The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor to worker ratio of 1:15 for effective supervision of Labour-intensive works for all LI activities.

F.2.1.4		Schedule of Labour Content					
		The minimum unskilled labour Content for this Project, i.e. the minimum job creation targets on the project shall be:					
			Total	Men	Women	Youth	Disabled
		Minimum Work Opportunities	14	6	8	8	1
		Person Days	1,600	685	915	915	115
		Training Person-Days	42	18	24	24	3
		A training schedule shall be provided to the tenderer by the Employer or his agent, and associated costs provisionally allowed for in the bill of quantities.					
F.2.7		Clarification Meeting					
		The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.					
		Tenderers should be represented at the clarification meeting by a person or persons who are suitably qualified and experienced.					
F.2.10.3		Pricing the Tender Offer					
		This tender is NOT subject to Contract Price Adjustment.					
F.2.12		Alternative Tender Offers					
		No alternative offers will be accepted. This includes offering fixed rates in lieu of Contract Price Adjustment.					
F.2.13		Submitting a tender offer					
F2.13.2		“Return all returnable documents to the Employer after completing them in their entirety. Notwithstanding the format in which the tender documents are issued to Tenderers, no electronic form of tender offers will be accepted. Where additional supporting documentation is provided or required in terms of the Returnable Schedules listed in T2.1: List of Returnable Schedules, this shall be placed in a file labelled “Supporting Documentation”, and further labelled in accordance with F2.13.5 of T1.2: Tender Data. The file shall be provided with a Table of Contents matching the relevant items for T2.1 and shall be provided with labelled dividers for each of the corresponding sections wherein the supporting documentation shall be inserted. Failure to comply with these requirements may result in the tender being declared non-responsive. Notwithstanding any statement in any of the Returnable Schedules listed in T2.1 to the effect that supporting documentation must be attached to the associated Returnable Schedule, the supporting documentation must be placed in the supporting documentation files as stipulated above. The Schedule of Quantities must be fully and correctly filled in in by hand in black ink.”					
F2.13.3		Number of copies required is One (1) original Copy. Telephonic, facsimile or e-mailed tender offers will not be accepted. The binding for the original volumes of the Tender Document may be dismantled but must be submitted in the original format in which they were issued by the Employer.					
F.2.13.4		The tender shall be signed by a person duly authorised to do so.					

F.2.13.5		The Employer's address for delivery of tender offers and identification details, to be shown on each tender offer package, are the following: Location of Tender Box: Greater Kokstad Municipality Offices Physical Address: Adam Kok III Building, 75 Hope Street, KOKSTAD, 4700 The identification details which must be stated in the tender offer outer package are: Tender Number: GKM 07-26/27 Title of Tender: REHABILITATION OF JIM PAYNE DRIVE
F.2.13.6		A two-envelope Procedure as described in Clause F.3.5 will not be followed.
F.2.15		Closing Time
F.2.15.1		The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16		Tender offer validity
F.2.16.1		The tender offer validity period is ninety (90) days from the closing date.
F.2.16.2		The maximum extension on the tender offer validity period is 90 days.
F.2.17		Clarification of Tender Offer after Submission
		a. 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. b. 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.2.23		Certificates
		The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.
F.3		The employer's undertakings
F.3.1		Respond to Requests from the Tenderer
F.3.1.1		The Employer will 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 tender documents.
F.3.4		Opening of Tender Submissions
F.3.4.1		The time and location for Public Opening of the tender offers received will be: Time: 12H00 Location: Greater Kokstad Municipality Offices

F.3.4.2		"number of points claimed for its BBBEE status level"
F.3.7		Grounds for rejection and disqualification
		Tenderers will be disqualified if any if, a. Any of the directors/shareholders of the Tenderer is listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector. b. If the Tender has completed the Compulsory Enterprise Questionnaire and is considered by the Employer to have a conflict of interest, which may impact on the Tenderers ability to perform the proposed contract in the best interest of the Employer or potentially compromise the tender process. c. If the Tenderer has persons in the service of the state who are not permitted to submit tenders or to participate in the contract".
F.3.8		Test for Responsiveness
F.3.8.2		"Tenders will also be considered non-responsive if: a. The Tenderer offer does not meet any one of the eligibility criteria specified in Clause F.2.1 as amended. b. The Tenderer has not fully and correctly completed the Offer portion of C1.1 Form of Offer and Acceptance i.e. the price has not been completed in words and numbers, the Tenderers details are not completed fully and correctly and the Tenderer has failed to sign the Offer portion of C1.1. c. If requested by the Employer during the tender evaluation process, the Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request. d. The Tenderer's price is based on fixed rates in lieu of Contract Price Adjustment. e. There are any other material deficiencies whereby the price submitted is not for the identical requirements and scope of work as other correctly completed tenders (such as failing to incorporate the requirements of Addenda where these materially affected the pricing e.g. where the Notice to Tenderers required additions or replacements of part or all of the Bill of Quantities and the submitted Bill of Quantities does not reflect these changes)." f. Other requirements of the tender document.
F.3.11		Evaluation of tender offers
F.3.11.1		General
		The Procedure for the evaluation of responsive tenders is Method 2: Price and Preference. Quality (functionality) will be used as a prequalifying criterion, with tenderers required to meet a minimum quality score of 60% in order to qualify for further evaluation.
F.3.11.7		Scoring Price
		For details of scoring price refer to Returnable Schedule A13: Adjudication of Bids on Points Basis.
F.3.11.8		Scoring Preferences
		For details of scoring preference see Returnable Schedule A5: Preference Points Claim Form in Terms of preferential Procurement Regulations.
F.3.11.9		Scoring Functionality
		The functionality will be applied as a prequalifying criterion to determine the tenderers that qualify for further evaluation. The quality shall be scored as per the table below. Points will be allocated only where the required supporting documentation has been submitted by the tenderer.

DETAILED BREAKDOWN OF FUNCTIONALITY POINTS					
Quality criteria	Basis for points allocation	Score	Max. Points	Verification method	
Schedule of work carried out by Tenderer (Reference name and contact details required) NB: Further due diligence may be done on subcontracted contracts (Main contractors appointment letter)	4 completed blacktop surface road projects	40	40	Signed Letter of Appointment and Signed Certificate of Completion OR Reference Letter for each of the projects must be attached and are required to claim points. POINTS WILL ONLY BE GIVEN FOR EACH PROJECT WHERE THE TENDERER HAS SUBMITTED ALL THE REQUIRED DOCUMENTS	
	3 completed blacktop surface road projects	30			
	2 completed blacktop surface road projects	20			
	1 completed blacktop surface road projects	10			
Proposed Key Personnel	Proposed Key Personnel		30	CV with certified qualification certificates and ID copies of ALL key personnel must be attached and are required to claim any points. The submitted CVs must be signed by the proposed personnel, as well as the Tenderer's authorised signatory, to claim points. The CV template is attached as FORM B3.3 pg. RD 46 . Certified Copy of proposed personnel's LIC NQF Level 5/7 certificate must be attached. CERTIFICATION ON DOCUMENTS MUST NOT BE OLDER THAN 6 MONTHS. CERTIFICATION OF A PREVIOUSLY CERTIFIED DOCUMENT WILL NOT BE ACCEPTED. A COPY OF A PREVIOUSLY CERTIFIED DOCUMENT WILL NOT BE ACCEPTED FAILURE TO ADHERE TO THE ABOVE REQUIREMENTS WILL RESULT IN NO POINTS BEING AWARDE	
	1. CONTRACTS MANAGER				
	• BSc / BTech Degree / Advanced Diploma: Civil Engineer and at least 5 years or more post graduate experience and having been involved in 5 blacktop surface road projects.	12	14		
	• N. Diploma: Civil Engineering and at least 3 years or more post graduate experience and having been involved in 3 blacktop surface road projects.	8			
	• N. Diploma: Civil and less than 3 years post graduate experience and having been involved in 2 blacktop surface road projects.	5			
	2. Additional points will be awarded if Contracts Manager has a CETA certified Labour-Intensive Certificate: NQF Level 5/7.	2			
	3. CONSTRUCTION MANAGER				
	• N. Diploma: Civil Engineering and at least 4 years or more post graduate experience and having been involved in 4 blacktop surface road projects.	8	8		
	• N. Diploma: Civil Engineering and at least 2 years post graduate experience and having been involved in 3 blacktop surface road projects.	5			
	• N. Diploma: Civil Engineering having less than 2 years post graduate experience and having been involved in 2 blacktop surface road projects.	3			
4. FOREMAN					
• 10 years or more years' experience 5 blacktop surface road projects	8	8			
• 5 to 10 years or more years' experience and having been involved in 3 blacktop surface road projects.	5				

		Less than 5 years' experience and having been involved in 2 blacktop surface road projects.	3		
	Schedule of Plant and Equipment	Tenderer to submit proof of ownership or access to the following plant: Grader Roller (min. 12ton) Watercart Excavator 3x Tipper Trucks (minimum 6m³)	3 3 3 3 3	15	To claim points tenderers must submit proof of ownership or access to the required plant and equipment which will be verified as follows; i. Logbook in the name of the tenderer issued by the relevant authority if plant is owned; or, ii. Copy of logbook in the name of the financial institution through which the tenderer has bought plant via an instalment sale. The tenderer's name to appear on the logbook; or iii. Agreement of lease or hire between the tenderer and a registered supplier of the required plant. The logbooks copies of all plant to be leased must be included with tender submission. The agreement must be signed by authorised signatories from both parties.
	Quality Control Plan	The Quality Control Plan must adhere to the requirements set out in section C.1.7 in the CONTRACT DATA of the tender document on how points will be awarded for this criterion. The following scoring criteria will be used to determine points for the Tenderers submission: GOOD: Quality Control Plan adequately addresses all of the headings above. ACCEPTABLE: Quality Control Plan addresses three of the headings above. FAIR: Quality Control Plan addresses less than three of the headings above. POOR: Quality Control Plan addresses less than three of the headings above. No submission: Quality Control Plan is not related to the required information or is not submitted. Additional points will be awarded if The Tenderer has Quality Management System certified compliant to the ISO9001 standard.	12 9 6 3 0 3	15	Quality Plan and ISO9001 certificate to claim points. FAILURE TO SUBMIT PLAN WILL RESULT IN NO POINTS BEING AWARDED
	TOTAL POINTS			100	

	TENDERERS WITH A SCORE OF LESS THAN 60 POINTS WILL BE REGARDED AS NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER	
F.3.16	Notification to unsuccessful tenderers	
		If the Municipality's Bid Adjudication Committee has resolved that a tender be accepted, the unsuccessful tenderers shall be notified in writing. Any Tenderer wishing to exercise their right to appeal must submit their appeal in writing within 14 calendar days of publication of the <i>Intention to Award</i>. For the appeal to be considered, it must reach the municipality within the fourteen-day appeals period and be addressed to the Municipal Manager. Moreover, the appeal must be copied to the Supply Chain Manager and adhere to the following format: • Clearly set out the reasons for the appeal, • Clearly state in which way the appellant's rights have been affected by the decision, • Clearly state the relief or remedy sought by the appellant, and • be accompanied by a copy of the <i>Intention to Award</i> or notification advising the Tenderer of the decision of the Municipality. If no <i>bona fide</i> appeals have been received within the appeals period, the successful Tenderer will be notified of the Municipality's acceptance of their bid. The consideration of appeals and, if necessary, the invalidation of any decision made, shall be dealt with in terms of Municipality's appeals process.
F.3.17		Provide Copies of the Contracts
		"The number of paper copies of the signed contract to be provided by the Employer is ONE."

T1.1.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.1.3.1		Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014) Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the latest amended Construction Regulations (2014) issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.
		In this regard the Tenderer shall submit with the tender, appended to Health and Safety Plan in T2.2 Returnable Documents, a detailed Health and Safety Plan prepared in accordance with the Health and Safety Specification (given in 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).

T.1.1.3.2	T.1.2.3.2 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 Implementing Agent after the submission of any tender and the Tenderer shall be deemed to have: 1) Inspected the Tender 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 Tender 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 Implementing Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Implementing Agent in respect of errors in any tender due to the foregoing.
T.1.1.3.3	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 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.

T.1.1.3.4		Community Liaison Officer
		Democratically elected project area members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of R6 500 per month for the duration of contract.
T.1.1.3.5		Labour Intensive Construction / Use of Local Labour
		Aspects of this project will be carried out in accordance with the provisions of EPWP and as set out in clauses F.2.1.3 and F.2.1.4. The contractor must to make use of local labour in order to promote labour intensive construction, the labour-intensive works to be done under the contract is as stated below: • Excavation for shallow foundations • Steel fixing for foundations and other reinforced structures • Shuttering • Bricklaying • General cleaning Recruitment of labour will be done in accordance with the Greater Kokstad Municipality's EPWP Recruitment Guidelines. The latest gazetted government labour rate for the Construction industry will to be used in the contract for remuneration of local labour.

TABLE OF CONTENTS

T2: RETURNABLE DOCUMENTS AND SCHEDULES RD. 2

T2.1: LIST OF RETURNABLE DOCUMENTS RD. 2

T2.2: LIST OF RETURNABLE SCHEDULES AND FORMS..... RD. 23

T2: RETURNABLE DOCUMENTS AND SCHEDULES

T2.1: LIST OF RETURNABLE DOCUMENTS (CHECKLIST)

The tenderer must complete and return documents all returnable document as listed below as part of his/her tender submission:

Form	Returnable Schedules (Documents) for Tender Evaluation Purposes	Yes/No
A1	Tax Compliance Status (MBD 2)	
A2	Company / Cc / Partnership / JV / SP Registration Certificates and Certified ID copies of ALL directors, members and partners.	
A3	Certificate of attendance of Site Inspection Meeting	
A4	Preference Points claim form in terms of the Preferential Procurement Regulations 2022 (MBD 6.1)	
A5	Preference points for Specific goals	
A6	Declaration certificate for local production and content	
A7	Rates & Municipal Services Clearance Certificate (Proof of Locality)	
A8	Contractor's CIDB Registration Certificate	
A9	Central Supplier's Database registration certificate (to include all parties if tenderer is a Joint Venture or Consortium)	
A10	Letter of Good Standing with Compensation Fund (COID)	
A11	Declaration of Bidder's Past SCM (MBD 8)	
A12	Certificate of Independent Bid Determination (MBD 9)	
A13	Record of Addenda to Tender Documents	
A14	Contractor's Health and Safety Declaration (Form concerning fulfilment of the Construction Regulations, 2014)	

A1: TAX COMPLIANCE STATUS (MBD 2)

The Bidder is to provide its Tax Compliance Status according to the South African Revenue Services (SARS) for the purposes of tendering.

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

1. Bidders must request a Tax Compliance Status (TCS) for tendering purposes either online via e-Filing or from any SARS branch office.
2. **Tenderers must provide a TCS PIN with their tender (in the form of the TCS result letter) to authorise the Employer to view the tenderer's current TCS online, as well as a copy of the Tax Clearance Certificate which is printable after completing the TCS request.**
3. In tenders where Consortia / Joint Ventures are involved, each party must submit a separate TCS PIN and Tax Clearance Certificate.

ATTACH PROOF TO THIS PAGE

A2: COMPANY / CC / PARTNERSHIP / JV / SP REGISTRATION CERTIFICATES

[NOTE: Registration Certificates for Companies, Close Corporations and Partnerships, or JV Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors must be attached here. Bidders must include certified ID copies of all directors, members and partners]

In addition to the above, the tenderer must insert here certified copy of identity documents of directors, members or partners of the tendering entity.

ATTACH PROOF TO THIS PAGE

A3: CERTIFICATE OF ATTENDANCE OF SITE INSPECTION MEETING

**CONTRACT NO.: GKM 07-26/27
REHABILITATION OF JIM PAYNE DRIVE**

(Please print)

It is hereby CERTIFIED that I, *(name)*

in my capacity as.....and a duly authorised

representative of..... *(the BIDDER)*

of *(address)*.....

in the company of.....*(the ENGINEER)*

attended the official Site Inspection on*(date)*

for and on behalf of the above-named Tenderer.

I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given by the above-named Engineer.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:



Municipality Stamp

A4: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 (MBD 6.1)

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

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

1. GENERAL CONDITIONS

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

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

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

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) Either the **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where;

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
GOAL 1 – Ownership- Maximum Points	10	
Business owned 50% or more by Black People (Attach Detailed CSD for Claiming Points)	3	
Business owned 50% or more by Women (Attach Detailed CSD for Claiming Points)	3	
Business owned 50% or more by Youth (Attach Detailed CSD for Claiming Points)	2	
Business owned 50% or more by people with Disability (Attach a signed letter from Health Practitioner for Claiming Points)	2	
GOAL 2 – RDP- Maximum Points	10	
Promotion of business located within Harry Gwala District Municipality	10	
Promotion of business located within KwaZulu Natal Province	5	
Promotion of business located within Republic of South Africa	2	
Total Scoring	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

A5: PREFERENCE POINTS FOR SPECIFIC GOALS

PREFERENCE	80/ 20	DOCUMENTS REQUIRED FOR VERIFICATION
GOAL 1 – Ownership- Maximum Points	10	
Business owned 50% or more by Black People	3	Detailed CSD for Claiming Points
Business owned 50% or more by Women	3	Detailed CSD for Claiming Points
Business owned 50% or more by Youth	2	Detailed CSD for Claiming Points
Business owned 50% or more by people with Disability	2	(Attach a signed letter from Health Practitioner for Claiming Points)
GOAL 2 – RDP- Maximum Points	10	
Promotion of business located within Harry Gwala District Municipality	10	Refer to section J for the required documentation
Promotion of business located within KwaZulu Natal Province	5	Refer to section J for the required documentation
Promotion of business located within Republic of South Africa	2	Refer to section J for the required documentation

ATTACH PROOF TO THIS PAGE

A6: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE (PROOF OF LOCALITY)

Greater Kokstad Municipality reserves the right to reject any tender if any municipal rates and tariffs or municipal service charges owed by that tenderer and any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than 3 (three) months/90 days.

This serves to confirm that my municipal rates and taxes are paid up to date and the following is attached:

Bidders must refer to section J for the required documentation.

NB: TENDERERS TO NOTE THAT THEY NEED TO SUBMIT PROOF THAT BOTH THE COMPANY AND THE DIRECTOR/S DO NOT OWE RATES/ TAXES

ATTACH PROOF TO THIS PAGE IN TERMS OF THE ABOVE

A7: CONTRACTOR'S CIDB REGISTRATION CERTIFICATE

The Tenderer shall attach the Proof of Registration with CIDB here. Where the tenderer is a Joint Venture or Consortium, they must attach the CIDB combined certificate for the respective entities, as calculated on the CIDB website.

**IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THEY
REFLECT AS "ACTIVE" ON THE CIDB'S ONLINE "REGISTER OF
CONTRACTORS" FOR THE DURATION OF THE TENDER VALIDITY
PERIOD. AN "INACTIVE" OR "SUSPENDED" REGISTRATION STATUS
WILL INVALIDATE THE TENDER.**

A8: CENTRAL SUPPLIER'S DATABASE REGISTRATION CERTIFICATE

The Tenderer shall attach the Proof of Registration with CSD here. Where the tenderer is a Joint Venture or Consortium, they must **all** attach the respective CSD registrations here. **Full registration report must be submitted with the tender and be printed not older than 7 days before the closing date of the bid)**

ATTACH PROOF HERE

A9: LETTER OF GOOD STANDING WITH COMPENSATION FUND (COID)

[NOTE: The tenderer's Workmen's Compensation Registration Certificate in accordance with the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993, is to be attached here].

ATTACH PROOF HERE

A10: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for 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

A11: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

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

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

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 authorised 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 authorised 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 organisation, 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.
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.

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.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

A12: RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer and are attached hereto.

Addendum No.	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		

PLEASE ATTACH TO THIS PAGE A COMPLETE COPY OF EACH ADDENDUM ISSUED.

NAME: POSITION:

SIGNATURE: DATE:

(of person authorised to sign on behalf of the Bidder)

“FAILURE TO COMPLETE, SIGN AND DATE THIS FORM OR FAILURE TO ACKNOWLEDGE RECEIPT OF EACH ADDENDUM ISSUED OR FAILURE TO RETURN WITH THE TENDER SUBMISSION A COMPLETE COPY OF EACH ADDENDUM ISSUED SHALL RESULT IN THE TENDER BEING CONSIDERED NON-RESPONSIVE IN TERMS OF SUBCLAUSE F.3.8 OF THE CONDITIONS OF TENDER AND SUCH A TENDER SHALL BE REJECTED.”

A13: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

[NOTE: this form must be completed concerning fulfilment of the construction regulations, 2014]

In terms of Regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

YES	
NO	

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

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

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

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

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

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

5 Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

.....

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

YES	
NO	

7 The Tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act, 1993 (Act No 130 of 1993)(COID).

The Tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at any time during the 36 months preceding the date of this Tender.

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

1 ID NO:

2 ID NO:

T2.2: RETURNABLE SCHEDULES

The tenderer must complete and submit the following returnable schedules and documents:

Form	Returnable Schedules (Documents) that will be incorporated into the contract	Yes/No
B1	Certificate of Authority for Signatory	
B1.1	Certificate of Authority for Joint Ventures	
B1.2	Joint Venture Disclosure Form	

Form	Other Returnable Schedules (Documents)	Yes/No
B2	Schedule of Current Commitments	
B3	Forms for Functionality points	
B3.1	Company Experience	
B3.2	Schedule of plant and equipment	
B3.3	Proposed Key personnel	
B3.4	EPWP Requirements	
B4	Preliminary Construction Programme	
B5	Estimated Monthly Expenditure	
B6	Compulsory Enterprise Questionnaire	

[NOTE: Each form must be completed fully the evaluation of tenders, and the eventual contract will be based on the information provided by the Tenderer. Failure to complete the schedules and forms to the satisfaction of the Employer will, inevitably, prejudice the tender and may lead to rejection claiming the tender is not responsive].

B1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

"I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or

.....

.....

*Delete whichever is inapplicable

NAME

SIGNATURE

DATE

NAME

SIGNATURE

DATE

WITNESSES

NAME

SIGNATURE

DATE

NAME

SIGNATURE

DATE

B1.1: CERTIFICATE OR AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

Mr/Ms , authorised signatory of the company, close corporation or partnership..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature : Name : Designation :
		Signature : Name : Designation :
		Signature : Name : Designation :
		Signature : Name : Designation :

Note:

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

B1.2: JOINT VENTURE DISCLOSURE FORM (THIS IS REQUIRED IN ADDITION TO THE JV AGREEMENT)

GENERAL

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

1. JOINT VENTURE PARTICULARS

a) Name

.....

b) Postal address

.....

c) Physical address

.....

.....

d) Telephone

.....

e) Fax

.....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

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

.....

2.2(a) Name of Firm
Postal Address
Physical Address
Telephone
Fax

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

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

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm
Postal Address
Physical Address
Telephone
Fax

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

3.2(a) Name of Firm

.....
Postal Address
Physical Address
Telephone
Fax

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

3.3(a) Name of Firm
Postal Address
Physical Address
Telephone
Fax

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

.....

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

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

- a) Affirmable Joint Venture Partner ownership percentage(s) %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s) %
- c) Affirmable Joint Venture Partner percentages in respect of : *
- i) Profit and loss sharing
- ii) Initial capital contribution in Rands

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

- iii) Anticipated on-going capital contributions in Rands

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

.....

.....

.....

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

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

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

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

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

a) Joint Venture cheque signing

.....

.....

.....

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

.....

.....

.....

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

.....

.....

.....

d) Acquisition of lines of credit

.....

.....

.....

e) Acquisition of performance bonds

.....

.....

.....

f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

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

a) Supervision of field operations

.....

b) Major purchasing

.....

c) Estimating

.....

d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

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

.....

.....

.....

.....

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

.....

.....

.....

.....

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

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

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

10. PERSONNEL

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

TRADE/FUNCTION/DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NONAFFIRMABLE JOINT VENTURE PARTNERS

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

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

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

.....

- (ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

.....

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

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

.....

.....

.....

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

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

Signature.....

Duly authorised to sign on behalf of

Name.....

Address.....

Telephone.....

Date.....

Signature.....

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

Name.....

Address.....

Telephone.....

Date.....

Signature.....

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

Name.....

Address.....

Telephone.....

Date.....

Signature.....

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

Name.....

Address.....

Telephone.....

Date.....

B2: SCHEDULE OF CURRENT COMMITMENTS

NOTE:

1. The Tenderer shall list below all Contracts currently under construction or awarded and about to commence and Tenders for which offers have been submitted but awards not yet made.
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
3. The lists must be restricted to not more than 20 Contracts and 20 Tenders. If a Tenderer's actual commitments or potential commitments are greater than 20 each, those listed should be in descending order of expected final contract value or sum tendered.]

Table 1 Contracts awarded

Client	Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date

Table 2 TENDERS NOT YET AWARDED

Client	Project	Sum Tendered (incl. VAT)	Tendered Duration (Months)	Expected commencement

NAME:

POSITION:

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Bidder)

B3: FORMS FOR FUNCTIONALITY POINTS

B3.1: COMPANY EXPERIENCE

[NOTE: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture]

The Tenderer shall list below the last ten civil engineering contracts of a similar nature that they have been awarded. This information is material to the award of the Contract. The tenderer must also attach the Letter of Appointment and Completion Certificate for the respective projects.

EMPLOYER (Name, Tel and Fax number)	CONSULTING ENGINEER (Name, Tel and Fax number)	NATURE OF WORK (Brief summary with special mention of similarities with this project and Functionality Criteria)	VALUE OF WORK	YEAR OF COMPLETION

NAME:

POSITION:

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Bidder)

B3.2: SCHEDULE OF PLANT AND EQUIPMENT

Each partner to a joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

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

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

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE

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 accepted.

DESCRIPTION (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

NAME: POSITION:

SIGNATURE: DATE:

(of person authorised to sign on behalf of the Bidder)

CURRICULUM VITAE OF KEY PERSONNEL (CONTRACTS MANAGER)
FILL IN TEMPLATE CV AND ATTACH CERTIFIED QUALIFICATIONS AND CERTIFICATES HERE

SURNAME	:	
FIRST NAME(S)	:	
DATE OF BIRTH	:	
PROFESSIONAL REGISTRATION No.	:	
YEAR OF JOINING FIRM	:	
ENVISAGED ROLE IN PROJECT	:	
YEARS OF EXPERIENCE	:	
SUMMARY OF PROJECT RELATED EXPERIENCE		
Project Description		Project Role and Duties
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		

Client:		
Employer:		
Project name:		
Project Value:		
EDUCATION		
Year	Institution	Qualification Obtained
PROFESSIONAL REGISTRATION		
Institution		Registration Category
OTHER TRAINING & CERTIFICATION		
CERTIFICATION BY KEY PERSONNEL		
I, the undersigned, _____ certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. SIGNATURE: DATE:		

NAME:

POSITION:

SIGNATURE:
(of person authorised to sign on behalf of the Bidder)

DATE:

CURRICULUM VITAE OF KEY PERSONNEL (CONSTRUCTION MANAGER)
FILL IN TEMPLATE CV AND ATTACH CERTIFIED QUALIFICATIONS AND CERTIFICATES HERE

SURNAME	:	
FIRST NAME(S)	:	
DATE OF BIRTH	:	
PROFESSIONAL REGISTRATION No.	:	
YEAR OF JOINING FIRM	:	
ENVISAGED ROLE IN PROJECT	:	
YEARS OF EXPERIENCE	:	
SUMMARY OF PROJECT RELATED EXPERIENCE		
Project Description		Project Role and Duties
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		

Client:		
Employer:		
Project name:		
Project Value:		
EDUCATION		
Year	Institution	Qualification Obtained
PROFESSIONAL REGISTRATION		
Institution		Registration Category
OTHER TRAINING & CERTIFICATION		
CERTIFICATION BY KEY PERSONNEL		
I, the undersigned, _____ certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. SIGNATURE: DATE:		

NAME: POSITION:

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Bidder)

CURRICULUM VITAE OF KEY PERSONNEL (FOREMAN)
FILL IN TEMPLATE CV AND ATTACH CERTIFIED QUALIFICATIONS AND CERTIFICATES HERE

SURNAME	:	
FIRST NAME(S)	:	
DATE OF BIRTH	:	
YEAR OF JOINING FIRM	:	
ENVISAGED ROLE IN PROJECT	:	
YEARS OF EXPERIENCE	:	
SUMMARY OF PROJECT RELATED EXPERIENCE		
Project Description		Project Role and Duties
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		
Client:		
Employer:		
Project name:		
Project Value:		

Client:		
Employer:		
Project name:		
Project Value:		
EDUCATION		
Year	Institution	Qualification Obtained
OTHER TRAINING & CERTIFICATION		
CERTIFICATION BY KEY PERSONNEL		
I, the undersigned, _____certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. SIGNATURE: DATE:		

NAME: POSITION:

SIGNATURE: DATE:

(of person authorised to sign on behalf of the Bidder)

B3.4: EPWP REQUIREMENTS

a. Schedule of Labour Content

The Tenderer shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Proof of citizenship or work visa may be audited during the contract period.

The creation of one job shall mean the employment, for any period of time, of one such unskilled or semi-skilled labourer from the local community.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out in Part E: Expanded Public Works Programme (EPWP) of the project specifications.

The number of jobs to be created using such local labour is inclusive of the local labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including the small development subcontractors in terms of Part F: Small Contractor Development of the project specifications.

The number of jobs to be created using such local labour shall include for a minimum percentage allocation to the following individual targeted groups:

- 60% Women;
- 55% Youth; and
- 2% Disabled.

The minimum required content of such local labour for this project shall be calculated as follows:

Minimum required content of such local labour (%)

$$= \frac{(100 \times \text{amount spent on wages for such local labour (excluding VAT)})}{(\text{Subtotal 1* (excluding contingencies, contract price adjustment and VAT)})}$$

*Subtotal 1 is obtained from the Tender Summary under in the Bill of Quantities

The minimum required content of such local labour for this project shall be 7.71%.

For purposes of completing the table on the next page containing the Tenderer's declaration with respect to participation in job creation using local labour, the value of Subtotal 1* (excluding contingencies, contract price adjustment and VAT) which is obtained from the Tender Summary under C2.2 Bill of Quantities, shall be used.

TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

The Tenderer shall complete the table below reflecting the anticipated local labour force to be employed on this contract, including such local labour employed by subcontractors.

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled or semi-skilled labourers, recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), including for a minimum allocation of 60% Women, 55% Youth and 2% Disabled:

The minimum required content of such local labour for this project shall be calculated as follows:

Local labour comprising unskilled or semi-skilled labourers recruited from the local community	Anticipated number of jobs to be created	Total number of person-days anticipated	Wage rate per person-day (excluding VAT) (Rand)	Total wage cost (excluding VAT) (Rand)
Contractor's local labour content				
Subcontractors' local labour content				
Total anticipated wage cost of local labour content (excluding VAT)				R
Subtotal 1* (excluding contingencies, contract price adjustment and VAT)				R
Hence anticipated local labour content expressed as a percentage of Subtotal 1* (excluding contingencies, contract price adjustment and VAT))				%
<i>Note: Should this percentage not equal or exceed the specified minimum percentage, the Tender will be considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected.</i>				
Specified minimum local labour content				7.71%

A penalty shall be applied to any shortfall in the local labour content achieved when measured against the specified minimum local labour content, as set out in Part E: Expanded Public Works Programme (EPWP) of the project specifications. The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled), only to shortfalls in the total local labour content achieved.

[NOTES:

- (1) Labour is defined as hourly paid personal
- (2) The penalty for non-compliance during the contract or fraudulent disclosure is discussed in CONTRACT DATA section.]

b. Name of Training Institution

Greater Kokstad Municipality will assess the proposed training and should it be in line with its current program, the same will be adopted. The municipality however reserves the right to formulate its own program or a combination of both, should the proposed training not be in line with its requirements.

Name of Program

Trainers Name	Qualification	Subject

[Notes:

(1) Provide details here, or attached hereto, the subjects to be covered and the manner in which training is to be delivered.]

The specifications as outlined in C.3.3 Particular Specifications of the SCOPE OF WORKS must be read in conjunction with this section.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in job creation through the employment of local labour.

Name:

Duly authorised to sign on behalf of::

.....

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Bidder)

Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected in terms of clause F.3.8 of the Conditions of Tender.

B4: PRELIMINARY CONSTRUCTION PROGRAMME

The Tenderer shall attach a preliminary programme, to this Form.

This programme shall:

- be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of execution 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. A sample of a typical programme is attached to C.3.2 Particular Specifications of the SCOPE OF WORKS,
- indicate the point where the Tenderer intends to commence work operations and the direction in which the work will proceed;
- be in accordance with the information provided in Form B4.2: Schedule of plant and equipment, Form B7: Estimated monthly expenditure, and with all other aspects of the Tender; and indicate planned working hours.

[NOTE: *The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]*

NAME:

POSITION:

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Bidder)

B5: ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amount for contingencies must not be included.

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
	COMPLETION OF CONTRACT
TOTAL	R

NAME:

POSITION:

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Bidder)

B6: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

NAME:

POSITION:

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Bidder)

THE CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

TABLE OF CONTENTS

	PAGE NO.
C1.1: FORM OF OFFER AND ACCEPTANCE	3
C1.2: CONTRACT DATA	9
C1.3: PERFORMANCE GUARANTEE	17
C1.4: RETENTION MONEY GUARANTEE	20
C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993	22
C1.6: FUNCTIONALITY CRITERIA.....	24
C1.7 QUALITY CONTROL PLAN.....	25

C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

A: Offer

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

CONTRACT NO.: GKM 07-26/27: REHABILITATION OF JIM PAYNE DRIVE

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all 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

Amount in Words.....

.....

.....

R..... (in figures).

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

For the Tenderer:

Signature:

Name:

Capacity:

Name and address of organisation:

.....

.....

.....

Signature and name of witness:

Signature:

Name:

Date:

This form is to be completed by the Employer only

B: Acceptance

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

The terms of the contract, are contained in

Part C1 Agreements and Contract Data, (which includes this Agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information

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

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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 and address of organisation:

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

Signature and name of witness:

Signature:

Name:

Date:

This form is to be completed by the Employer and the successful tenderer only, upon acceptance of the successful tenderer's offer

C: Schedule of Deviations

Notes:

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

1	Subject:
	Details:
	
2	Subject:
	Details:
	
3	Subject:
	Details:
	
4	Subject:
	Details:
	

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue 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:

Tenderer: *(Name and address of organisation)*

.....

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*

.....

Witness:

Signature:

Name:

Date:

C1.2: CONTRACT DATA

C1.2.1: GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (3rd Edition 2015), (abbreviated title: "GCC 2015"), published by the South African Institution of Civil Engineering, is applicable to this Contract and is obtainable from **www.saice.org.za**.

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011- 805 5947, Fax: 011 – 805 5971).

The Contract Data referred to in the General Conditions of Contract follow, with the Data to be completed Employer furnished. The Tenderer is to provide his details in the spaces provided.

It is agreed that the only variations from the GCC 2015 are those set out hereafter under "C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT".

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

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

The clauses of the Special Conditions of Contract hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the GCC 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the GCC 2015, and an appropriate heading.

C1.2.1.2.2 AMENDMENTS TO THE GCC 2015

SCC 1.1 Definitions

Add the following to the end of Clause 1.1:

"SCC 1.1.1.35 "Targeted Enterprise" means an enterprise as defined in Part B: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works."

SCC 4.1.1 Extent of Contractor's obligations

Add the following new paragraph to the end of Clause 4.1.1:

"If the Contractor fails to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprises in terms of Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement."

SCC 6.2 Security

SCC 6.2.1 Delivery of security

In the last two lines of Clause 6.2.1, delete the words "the type of security for the due performance of the Contract, as selected in the Contract Data" and replace them with the words "a fixed performance guarantees as security for the due performance of the Contract in accordance with the Contract Data Part A: Data Provided by the Employer".

Delete the entirety of Clause 6.2.2 and replace it with the following:

"SCC 6.2.2 Contractor failing to provide security

If the Contractor fails to provide the required fixed performance guarantee within the time period stipulated in the Contract Data, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employer's right to terminate the Contract in terms of Clause 9.2."

SCC 6.2.3 Validity of performance guarantee

Delete the entirety of the first sentence of Clause 6.2.3 and replace it with the following:

"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion is issued."

SCC 6.8.2 Application of the Contract Price Adjustment Factor

Add the following to the end of Clause 6.8.2:

"Referring to Clause 1 of the "CONTRACT PRICE ADJUSTMENT SCHEDULE" on page 86 of the GCC 2015, delete the paragraph describing the symbols "L", "P", "M" and "F", and replace it with the following:

"L", "P", "M" and "F" are defined as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index for the province as stated in the Contract Data as published in Table A of the Statistical release P0141 of Statistics South Africa.

"P" is the "Contractor's Equipment Index" and shall be the Producer Price Index for "Civil engineering plant" as published in Table 4 of the Statistical release P0151 of Statistics South Africa.

"M" is the "Materials Index" and shall be the Producer Price Index for the "Building and construction - Civil engineering" industry as published in Table 3 of the Statistical release P0151 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Producer Price Index for "Diesel fuel wholesale - Total" as published in Table 4 of the Statistical release P0151 of Statistics South Africa."

Additional Special Conditions of Contract

The following additional Special Conditions of Contract clauses SCC 1.1 and SCC 5.3 shall apply only in those circumstances where the Employer is required to apply for a construction work permit in terms of Construction Regulation 3(1):

SCC 1.1 Definitions

Delete the entirety of Clause 1.1.1.5 and replace it with the following:

"SCC 1.1.1.5 "Commencement Date" means the date 28 calendar days after the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect."

SCC 5.3 Commencement of the Works

Delete the entirety of Clauses 5.3.1, 5.3.2 and 5.3.3 and replace them with the following:

"SCC 5.3.1 Commencement of the Works

Upon the Employer's Agent's instruction, the Contractor shall, save as may be otherwise provided in the Contract, or be legally or physically impossible, commence carrying out the Works. Such instruction shall be provided not later than 14 days after the Commencement Date. Such instruction shall be subject to:

SCC 5.3.1.1 The timely submission by the Contractor, and approval by the Employer's Agent, of documentation required before commencing to carry out the Works and before the Employer applying for a permit to do construction work, as set out in the Contract Data,

- SCC 5.3.1.2 Application by the Employer for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014, and
- SCC 5.3.1.3 Receipt by the Employer of the permit to do construction work.

SCC 5.3.2 Unacceptable documentation

If the documentation referred to in Clause SCC 5.3.1 is not submitted within the number of days stipulated in the Contract Data from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect, or if such documentation is found to be unacceptable, the Employer may terminate the Contract in terms of Clause 9.2.

SCC 5.3.3 Time to instruct commencement of the Works

Where the Contractor delays the submission by the Employer of the application for a permit to do construction work and such permit is not received within 14 days following the Commencement Date such that the Employer's Agent's instruction to commence carrying out the Works cannot be given, without prejudice to the Employer's rights to terminate the contract under Clause 9.2, the Employer's Agent shall delay issuing the instruction to commence carrying out the Works until such time as the permit to do construction work has been received. The Contractor shall have no entitlement under Clause 5.12 to an extension of time for Practical Completion.

Where the permit to do construction work is not received within the 14-day period following Commencement of the Contract for reasons not attributable to the Contractor, the Employer's Agent shall delay the instruction to commence the Works and the Contractor shall be entitled to make a claim in accordance with Clause 10.1."

C1.2.2: CONTRACT DATA (APPLICABLE TO THIS CONTRACT)

PART A: DATA PROVIDED BY THE EMPLOYER

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
1	GENERAL
1.1.1.13	The Defects Liability Period is 12 months
1.1.1.14	The time for achieving Practical Completion is 06 months from the Commencement Date, including non-working days and special non-working days.
1.1.1.15	The Name of Employer is GREATER KOKSTAD MUNICIPALITY
1.1.1.16	The Name of Employer's Agent is HN CONSULTING ENGINEERS (PTY) LTD
1.1.1.26	Pricing Strategy: The Contract is to be a Re-measurement Contract.
1.2.1.2	Address of the Employer: Adam Kok III Building 75 Hope Street KOKSTAD 3610 Email address: Asanda.Jojo@kokstad.gov.za Tel: +27 39 797 6674 Fax: +27 39 727 3676
1.2.1.2	Address of the Employer's Agent: 73 Villiers Drive Clarendon Pietermaritzburg 3201 Email address: projectadmin@hn.co.za Tel: +27 33 394 2352
3	EMPLOYER'S AGENT
3.2.3	The Employer's Agent is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.
4	CONTRACTOR'S GENERAL OBLIGATIONS
SCC 4.1.1:	The contract participation goal for local labour content is 7.71%. The penalty for failing to achieve the monetary value of the above target set by the Employer for local labour content in terms of Part E: Expanded Public Works Programme of section C3.3 Particular Specifications in Part C3: Scope of Work, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value. The contract participation goal for Targeted Enterprises is 10.0%. The penalty for failing to achieve the monetary value of the above target set by the Employer for contract participation by Targeted Enterprises in terms of Part F: Small

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Work, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.
5	TIME AND RELATED MATTERS
5.3.1 and 5.3.2	Where the Employer is not required to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within <u>14 days</u> from the Commencement Date: The documents required before commencing to carry out the Works: • Health and Safety Plan (refer to Clause 4.3) • Initial Programme (refer to Clause 5.6) • Security (refer to Clause 6.2) • Insurance (refer to Clause 8.6) • Form C1.5 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications).
SCC 5.3.1 and SCC 5.3.2	Where the Employer is required to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within <u>56 days</u> from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect: The documents required before commencing to carry out the Works: • Health and Safety Plan (refer to Clause 4.3) • Initial Programme (refer to Clause 5.6) • Security (refer to Clause 6.2) • Insurance (refer to Clause 8.6) • Form C1.7 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications). And: The documents required by the Employer to apply for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014: • Temporary works designer's appointment duties in terms of Regulation 6(2) as have been agreed upon plus proof of registration with ECSA <i>[CR 3(5)(b)(iii) read with CR 5(1)(e) and CR 6(2)]</i>; • Evidence that the contractor has made adequate provision for the cost of Health and Safety, i.e., Bill of quantities <i>[CR 3(5)(b)(iii) read with CR 5(1)(g)]</i>; • Evidence that the Principal contractor has the necessary competencies to carry out construction work safely, viz., schedule of activities, relevant appointments and proofs of competency <i>[CR 5(1)(h)]</i>; • Valid Letter(s) of Good Standing for the appointed Principal Contractor(s) <i>[CR 3(5)(b)(ii) read with CR 5(1)(j)]</i>.
5.8.1	The non-working days are Sundays. The special non-working days are the construction industry year end break, all foreseeable statutory election days as declared by National Government, and the following statutory public holidays as declared by National Government:

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill. The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.
5.13.1	The penalty for failing to complete the Works is 0,05% of the Contract Sum per day up to a maximum of four thousand six hundred rands (R4,600.00) per day calculated in line with the Department of Public Works Procurement Documentation Guidelines.
5.14.1	The requirements for achieving Practical Completion are as stated COTO Standard Specifications for Road and Bridge Works for State Road Authorities.
5.16.3	The latent defects period is 10 years.
6	PAYMENT AND RELATED MATTERS
6.2.1 and SCC 6.2.1	The security to be provided by the Contractor shall be: Fixed Performance Guarantee of 10% of the accepted Contract Sum.
6.5.1.2.3	The percentage allowance to cover overhead charges is 15%.
6.8.2 and SCC 6.8.2	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The values of the coefficients for calculating the Contract Price Adjustment Factor are: a = 0.20 b = 0.35 c = 0.35 d = 0.10 The "Consumer Price Index" will be as for the Province of <u>KwaZulu-Natal</u> The base month is the month prior to the month in which the closing date for the tender falls.
6.8.3	Price adjustments for variations in the costs of special materials are allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80% (subject to provision of Indemnity for Materials on Site)
6.10.3	The percentage retention on the amounts due to the Contractor is 10% of Contract Sum. A retention guarantee in lieu of a cash retention is permitted.
6.10.4	Payment to sub-contractor for work completed must be made within 30 days of the submission of the invoice from the sub-contractor to the main contractor.
8	RISKS AND RELATED MATTERS
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is nil.
8.6.1.1.3	The amount to cover professional fees for repairing or reinstatement of damage to the Works to be included in the insurance sum is 14%.
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000,00 (ten million Rand only) for any single liability claim. Liability insurance shall include spread of fire risk.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
10	CLAIMS AND DISPUTES
10.5.3	The number of Adjudication Board Members to be appointed is one.
10.7.1	Dispute Determination shall be by Arbitration with the arbitrator chose by the sitting chairperson of the Association of Arbitrators Southern Africa NPC.
G1003 Refer to Part C3: Scope of Works, section C3.3 Particular Specifications, Part G: Small Contractor Development	CONTRACT PARTICIPATION (b) Contract Participation Targets The Contract Participation Target for Targeted Enterprises is 10%

PART 2: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR						
1.	GENERAL						
Clause 1.1.1.9:	Name of the Contractor:						
							
Clause 1.2.1.2:	Address of the Contractor:						
	<u>Physical:</u>						
	<u>Postal:</u>						
							
							
							
							
6.	PAYMENT AND RELATED MATTERS						
Clause 6.8.3:	The Tenderer shall complete Table 1 below with respect to each of the special materials listed. This information shall be used to calculate the variation in cost of the special materials. The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price to be provided by the Tenderer is the ruling price on the first of the month prior to the month in which the closing date for the Tender falls. Table 1 <table border="1"> <thead> <tr> <th>SPECIAL MATERIALS</th><th>UNIT*</th><th>RATE OR PRICE FOR THE BASE MONTH</th></tr> </thead> <tbody> <tr> <td>Bitumen</td><td>tonne</td><td>.....</td></tr> </tbody> </table> * Indicate whether the material shall be delivered in bulk or in containers. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence. Signed on behalf of Tenderer:	SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH	Bitumen	tonne	
SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH					
Bitumen	tonne						

C1.3: PERFORMANCE GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

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

1. GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" 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:

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

"Expiry Date" means: (*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

2. CONTRACT DETAILS

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

3. GUARANTOR'S LIABILITY

3.1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

3.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

3.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

4. CONDITIONS APPLICABLE TO THIS PERFORMANCE GUARANTEE

4.1 The Guarantor hereby acknowledges that:

4.1.1 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.

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

4.2 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.2.1 to 4.2.3:

4.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.2;

4.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.2.1 and the sum certified has still not been paid;

4.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.2.

4.3 Subject to the Guarantor's maximum liability referred to in 3.1, 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:

4.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4.3; or

4.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 4.3; and

4.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

4.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.2 and 4.3 shall not Exceed the Guarantor's maximum liability in terms of 3.1.

4.5 Where the Guarantor has made payment in terms of 4.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

4.6 Payment by the Guarantor in terms of 4.2 or 4.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

4.7 Payment by the Guarantor in terms of 4.3 will only be made against the return of the original Performance Guarantee by the Employer.

4.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

4.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

4.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 3.2, 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.

4.11 This Performance Guarantee, with the required demand notices in terms of 4.2 or 4.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: RETENTION MONEY GUARANTEE

PRO FORMA

GREATER KOKSTAD MUNICIPALITY
75 HOPE STREET
KOKSTAD
4700

ISSUED TO: GREATER KOKSTAD MUNICIPALITY, represented by the Municipal Manager (hereinafter called "the Employer")

ON BEHALF OF [insert name of contractor]
(hereinafter called "the Contractor")

in connection with CONTRACT No.: GKM 07-26/27 REHABILITATION OF JIM PAYNE DRIVE (hereinafter called "the Contract").

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or a portion of the retention moneys provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay to the Employer such amounts as the Employer may, from time to time, demand from us.

1 Each demand by the Employer shall be in writing, signed by the Employer and delivered to us at

[INSERT GUARANTOR'S FULL STREET ADDRESS]

..... or such other address in

[INSERT NAME OF COUNTRY] as we shall in writing notify to the Employer

and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.

2 The Engineer's certificates referred to in Clause 1 shall certify that:

- (a) he is the Engineer in office as such in terms of the Contract,
- (b) the Contractor is in breach of his obligations under the Contract, and
- (c) the amount demanded, which amount the certificate shall specify, does not exceed
 - (i) the amount of retention moneys which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money retained by the Employer and the amounts previously paid by us to the Employer in terms hereof,
 - (ii) a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the

Contractor in terms of the Contract by reason of the breach referred to, and any amount of retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof;

- 3 We shall within fourteen (14) days after our receipt of a demand complying with the provisions in Clauses 1 and 2 make payment to the Employer of the amount demanded at the employer's address as listed in the contract data or at such other address in the Republic of South Africa as the Employer shall in writing notify to us.
- 4 Subject to compliance with the provisions hereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
- 5 Our aggregate liability under this guarantee is limited to
..... (R)
- 6 This guarantee shall expire on the date on which the last of the retention moneys, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
- 7 This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At for and on behalf of

on this the day of 20.....

SIGNATURE :

CAPACITY :

ADDRESS :

:

:

AS WITNESSES: 1

2

C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

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

.....
in his capacity as:

AND:

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

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

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

CONTRACT No.: GKM 07-26/27 REHABILITATION OF JIM PAYNE DRIVE for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his 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 on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.6: FUNCTIONALITY CRITERIA

This section must be read in conjunction with Clause F3.11.9 in T1.2 TENDER DATA.

C1.6.1 Target Values - Tender Evaluation Criteria

The Procedure for the evaluation of responsive tenders is Method 2: Price and Preference. Quality (functionality) will be used as a prequalifying criterion, with tenderers required to meet a minimum quality score of 60% in order to qualify for further evaluation.

Each evaluation criteria will be assessed in terms of five indicators and scores allocated according to the following:

C1.6.1.1: Schedule of work carried out by Tenderer

Company Experience - Form B4.1

C1.6.1.2: Schedule of plant and equipment

Schedule of plant and equipment - Form B4.2

C1.6.1.3: Proposed Key Personnel

Proposed Key Personnel - Form B4.3

Certified qualification certificates and ID copies of ALL key personnel must be attached and are required to claim any points.

The submitted CVs must be signed by the proposed personnel, as well as the Tenderer's authorised signatory, to claim points. The CV template is attached as FORM B4.3. This format MUST be used to claim points. The following shall also apply;

- a) CERTIFIED DOCUMENTS MUST NOT BE OLDER THAN 6 MONTHS.
- b) CERTIFICATION OF A PREVIOUSLY CERTIFIED DOCUMENT WILL NOT BE ACCEPTED.
- c) A COPY OF A PREVIOUSLY CERTIFIED DOCUMENT WILL NOT BE ACCEPTED.
- d) FAILURE TO ADHERE TO THE ABOVE REQUIREMENTS WILL RESULT IN NO SCORE BEING GIVEN.

C1.7 QUALITY CONTROL PLAN

Quality Control Plan - Form B4.4

Criteria	Sub-Criteria	Poor	Fair	Acceptable	Good
Quality Control Plan	Understanding of Complexity of the works	The tenderer has misunderstood certain aspects of the scope of work and has not dealt with the critical aspects of the project	The tenderer appears to understand the essential aspects of the scope of works but has not dealt with all the critical areas. All Milestones not indicated	The tenderer appears to understand the essential aspects of the scope of works and has dealt with all the critical areas. All stated milestones clearly indicated	Besides achieving an "Acceptable" score for the plan, important issues are dealt with in an innovative manner, indicating an excellent understanding of the complexities
	Due allowance in the preliminary programme for all aspects of construction	The preliminary programme omits important tasks or timing. There is a lack of clarity and logic in the sequencing	All key activities are included. There are minor inconsistencies between timing, project deliverables and the proposed approach	All key activities are included. There are no inconsistencies between timing, project deliverables and the proposed approach	Besides achieving an "Acceptable" score for the plan, decision points and timing of activities are very well defined, indicating an optimised use of resources.
	Plant and Equipment	Proposed plant is limited in capacity and is unlikely to meet the project requirements. Key plant is not immediately available and may have significant lead times	Plant and equipment to be used appears to be adequate and should be able to meet the project requirements. Key plant may have significant lead times	Plant and equipment to be used appears to be adequate and should be able to meet the project requirements. Key plant might have minimal lead times	The detailed plant list of equipment to be used ties up completely with the proposed methodology and majority of the plant is currently available.
	Methodology	The Methodology does not align with the scope of works and is unlikely to meet the project requirements	Methodology aligns with scope of work but isn't clearly defined and are unlikely to meet the project requirements	The methodology is adequate and should be able to meet the project requirements	The methodology statement provided is extensive and demonstrates that there will be no difficulty in meeting project requirements. The methodology correlates with the programme of works
	Quality Control Statement	Key issues of quality have not been addressed and the proposals are unlikely to meet the project requirements	The quality control statement is generic and will not meet the project requirements	The quality control statement, although mostly generic, should be able to meet the project requirements	Besides achieving an "Acceptable" score for the plan, detailed and innovative proposals have been developed to ensure high quality

TABLE OF CONTENTS

	PAGE NO.
C2.1 PRICING INSTRUCTIONS	PD. 2
C2.2 SCHEDULE OF QUANTITIES.....	PD. 5

C2.1 PRICING INSTRUCTIONS

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

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

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

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

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C2.2 SCHEDULE OF QUANTITIES

SCHEDULE A: ROADWORKS					CHAPTER C1.2
THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C1.2	GENERAL REQUIREMENTS AND PAYMENT				
C1.2.1	Environmental Management				
C1.2.1.1	Monitoring compliance with & reporting on the EMP	month	6		
C1.2.2	Programming and Reporting				
C1.2.2.1	Submission of a Scheme 1 Programme	Lump Sum	1		
C1.2.2.2	Reviewing and updating a Scheme 1 Programme	month	6		
PS C1.2.2.6	Preparation and submission of all information and reports specified in the Contract Documentation	month	6		
C1.2.5	Safety				
C1.2.5.1	Health and safety plan	Lump Sum	1		
C1.2.5.2	Implementation of health and safety plan	month	6		
C1.2.8	Dayworks				
C1.2.8.1	Personnel				
(a)	Unskilled labourer	hour	40		
(b)	Semi-skilled labourer	hour	40		
(e)	Foreman	hour	40		
C1.2.8.2	Construction Equipment				
(a)	Motor grader	hour	8		
(b)	Vibratory roller	hour	8		
(d)	Front end loader backhoe	hour	8		
(e)	Excavator	hour	8		
i)	Water tanker and spraybar (up to 10000l)	hour	8		
ii)	Tip Truck7 - 9.9 m³ related capacity	hour	8		
C1.2.8.3	Vehicles				
(a)	Light delivery vehicle (minimum 1600 cc)	km	150		
(b)	Flatbed truck (minimum 7t capacity with 5t crane)	km	150		
(c)	Dump Truck (exceeding 8 m³)	km	125		
(d)	Other vehicles (4-ton truck)	km	125		
C1.2	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS					CHAPTER C1.2
THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD				
C1.2 / C2.1.1	Location, Identification and relocation of existing services				
C1.2 / C2.1.1.2	Permanent services relocation or protection work by others	PC Sum	1	R10 000,00	R 10 000,00
C1.2 / C2.1.1.3	Handling costs and profit in respect of item C2.1.1.2 above	%			
C1.2 / C2.1.1.4	Permanent services relocation or protection work by the Contractor	Prov Sum	1	R10 000,00	R 10 000,00
PS C1.2.10	Community Participation				
	(a) Cost for community Participation (PLC and CLO)	PC Sum	1	R42 000,00	R 42 000,00
	(b) Handling costs and profit in respect of sub-item PS C1.2.10(a) above	%			
PS C1.2.11	(a) Employment of civil engineering / project management students:	PC Sum	1	R50 000,00	R 50 000,00
	(b) Handling costs and profit in respect of sub-item PS C1.2.11(a) above	%			
PS C1.2.12	(a) Employment of Security Guard	PC Sum	1	R30 000,00	R 30 000,00
	(b) Handling costs and profit in respect of sub-item PS C1.2.12(a) above	%			
C1.2.3	Routine road maintenance of existing public roads within the Site of the Works or other public roads outside the Site of Works which are used as detours				
C1.2.3.3	Cleaning out culverts	m ³	10		
C1.2	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS

CHAPTER C1.3

THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS				
C1.3.1	The Contractor's general obligations				
C1.3.1.1	Fixed obligations	Lump Sum	1		
C1.3.1.3	Time-related obligations	month	6		
C1.3.2	Contract sign boards	m ²	6		
C1.3	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS					CHAPTER C1.4
THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C1.4	FACILITIES FOR THE ENGINEER				
C1.4.1	Site accommodation				
C1.4.1.1	Offices and conference room	m ²	36		
C1.4.1.6	Car ports	No	4		
C1.4.1.7	Ablution unit (equipment as specified)	No	2		
C1.4.3.2	Office chair	No	3		
C1.4.3.5	Office desk with 3 drawers (at least one lockable drawer)	No	1		
C1.4.3.13	220/250 volt power outlet plug point	No	4		
C1.4.3.15	Single 1 500 mm, 58 watt fluorescent tube ceiling light	No	6		
C1.4.3.23	Fire extinguisher 9,0 kg, dry powder type	No	2		
C1.4.3.31	Rain gauge	No	1		
C1.4.3.35	3,0 m aluminium straight edge complete with two measuring wedges	No	1		
C1.4.3.36	Measuring wheel	No	1		
C1.4.3.37	First aid kit	No	1		
C1.4	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS					CHAPTER C1.4
THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD				
C1.4.4.1	Cell phones costs, including pro-rate rentals, for calls made in connection with contract administration	PC Sum	12 000	R1,00	R12 000,00
C1.4.4.2	Handling cost and profit in respect of item C1.4.4.1	%			
C1.4.4.11	The provision of a complete 440/231 volt three phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connection, meters, etc.	PC Sum	20 000	R1,00	R20 000,00
C1.4.4.12	Handling cost and profit in respect of item C1.4.4.11	%			
C1.4.5	Services at site offices, laboratories and site accommodation				
C1.4.5.1	Fixed costs	Lump Sum	1		
C1.4.5.2	Running costs	month	6		
C1.4.8.1	Supply and installation of all required security measures at the Engineer's site offices and laboratories	Lump Sum	1		
C1.4	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS					CHAPTER C1.5
THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C1.5	ACCOMMODATION OF TRAFFIC				
C1.5.1.1	Accommodation of pedestrian and non-motorised traffic	month	6		
C1.5.2	Accommodation of vehicular traffic	month	6		
C1.5.7	Temporary traffic control facilities				
C1.5.7.1	Delineators including mounting bases and ballast:				
(a)	Single sided, reversible left or right (TW401 / TW402, 600 mm x 150 mm)	No.	15		
(b)	Double sided, reversible left or right (TW401 / TW402, 600 mm x 150 mm)	No.	25		
C1.5.7.3	Flagmen	man-shift	264,00		
C1.5.7.7	Traffic calming devices:				
(c)	100 mm high x 3 m wide asphalt speed control humps	m	14		
C1.5.12	Additional traffic accommodation facilities ordered by the Engineer:				
C1.5.12.1	Provision of additional traffic accommodation facilities	P Sum	1	R5 000,00	R5 000,00
C1.5.12.2	Handling cost, profit and all other charges in respect of item C.1.5.12.1	%	10%		
C1.5 / C11.6.1.10	Warning signs, temporary				
	600 mm size (signboard material, background and symbol retro-reflective class indicated)	No.	5		
	1200 mm size (signboard material, background and symbol retro-reflective class indicated)	No.	5		
C1.5	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS					CHAPTER C1.6
THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C1.6	CLEARING AND GRUBBING				
C1.6.1	Clearing				
C1.6.1.1	Clearing with machines and some hand labour where necessary	ha	0,30		
C1.6.1.2	Clearing with hand labour only when labour enhanced work is specified	ha	0,15		
C1.6.2	Grubbing				
C1.6.2.1	Grubbing with machines and some hand labour where necessary	ha	0,06		
C1.6.2.2	Grubbing with hand labour when labour enhancement work is specified or it is not practical to use a machine	ha	0,03		
C1.6.3	Removal and grubbing of large trees and tree stumps:				
C1.6.3.1	Girth equal to or exceeding 1,0 m up to and including 2,0 m	No	5		
C1.6.3.2	Girth exceeding 2,0 m up to and including 3,0 m	No	5		
C1.6.9	Conservation of topsoil				
C1.6.9.1	Stockpiling topsoil	m ³	324		
C1.6	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS

CHAPTER C1.7

THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C1.7	LOADING AND HAULING				
C1.7.1	Loading				
C1.7.1.2	Loading from heaps or windrows using machines and/some hand labour where necessary	m ³	1 940		
C1.7.2	Hauling				
C1.7.2.1	Hauling material for use in the Works and off-loading it on the site of the Works:				
(a)	Soil, gravel, crushed stone and pavement layer material	m ³ - km	13 580		
C1.7.2.2	Hauling material to spoil and off-loading it at a designated spoil or stockpile are:				
(a)	Cleared and grubbed material (organic matter and all other unsuitable or waste material)	m ³ - km	4 850		
(b)	Soil and gravel material	m ³ - km	200		
C1.7	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					CHAPTER C3.1
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C3.1	DRAINS				
C3.1.4	Excavation and disposal of material for subsoil drainage systems				
C3.1.4.1	Excavating in all material situated within the following depth ranges below the surface				
(a)	0 m to 1,5 m	m ³	240		
C3.1.4.5	Extra over sub-item C3.1.4.1 for excavation in hard and boulder material, irrespective of depth	m ³	24		
C3.1.4.2	Excavating soft material situated 0 m to 1,5 m below the surface level using labour enhanced construction methods	m ³	24		
C3.1.5	Impermeable backfilling to subsoil drainage system				
C3.1.5.1	Un-stabilised natural gravel obtained from sources on the site	m ³	50		
C3.1.7	Natural permeable material in subsoil drainage systems (approved crushed stone):				
C3.1.7.2	Crushed stone obtained from commercial sources (state grade)	m ³	50		
C3.1.8	Natural permeable material in subsoil drainage system (approved natural sand)				
C3.1.8.1	Natural sand obtained from approved sources (state grade & source)				
C3.1.8.2	Natural sand from commercial sources (state grade)	m ³	140		
C3.1.9	Pipes in subsoil drainage systems:				
C3.1.9.1	U-PVC pipes and fittings, normal duty, complete with couplings (150mm and whether or not perforated or slotted)	m	580		
C3.1.11	Geotextiles (nonwoven filament, grade E)	m ²	580		
C3.1.13.1	Outlet structures (Headwall)	No.	1		
C3.1.13.2	Inspection boxes	No.	5		
C3.1.13.4	Cleaning eyes (specify each type and drawing reference)	No.	5		
C3.1.14	Caps for subsoil drain pipe:				
C3.1.14.1	Concrete caps	No.	1		
C3.1	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS					CHAPTER C3.2
THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C3.2	CULVERTS				
C3.2.1	Excavation for culvert structures:				
C3.2.1.1	Excavating in all material situated within the following depth ranges below the surface level:				
(a)	0m to 1.5m	m ³	20		
C3.2.1.4	Extra over sub-item C3.2.1.1 for excavation in hard or boulder material, irrespective of depth	m ³	2		
C3.2.2	Backfilling:				
C3.2.2.1	Using the excavated material	m ³	16		
C3.2.2.2	Using imported selected material:				
(a)	From commercial sources (G9 or better)	m ³	6		
C3.2.3	Concrete pipe culverts:				
C3.2.3.3	On Class C bedding (450mm Diameter, Type 75D)	m	9		
C3.2.3.3	On Class C bedding (600mm Diameter, Type 75D)	m	10		
C3.2.7	Cast in situ concrete and formwork:				
C3.2.7.5	In inlet and outlet structures including kerbs, chutes and downpipes, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including Class U2 surfacing finish (15MPa)	m ³	6		
C3.2.10.3	Welded steel fabric Ref 193	kg	12		
C3.2.16	Brickwork (Engineering bricks):				
C3.2.16.2	230 mm thick	m ²	5		
C3.2.19	Accessories:				
C3.2.19.2	Kerb Inlet or covers (description and reference on drawing)	No	2		
PS C3.2.28	Combined single kerb inlet and manhole as per Standard Detail (excluding brickwork)	No	2		
C3.2	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS					CHAPTER C3.3
THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C3.3	CONCRETE KERBING AND CHANNELING, ASPHALT BERMES, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS				
C3.3.2	Concrete kerbing-channelling combination: Prefabricated kerbing-channelling (Fig 8C Kerb & Fig 14 Kerb)				
(a)	Figure 8C	m	1 320,00		
C3.3.3	Extra over items C3.3.1 and C3.3.2 for concrete kerbing or concrete kerbing and channelling on curves				
C3.3.3.1	On curves of radii more than or equal to 5,0 m but less than 20 m	m	60,00		
C3.3	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS					CHAPTER C4.2
THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C4.2	CUT MATERIALS				
C4.2.3	Excavating of materials in cuttings, material obtained from				
C4.2.3.1	Soft excavation	m³	539		
C4.2.3.3	Boulder excavation class B	m³	54		
C4.2	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS

CHAPTER C4.3

THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C4.3	EXISTING ROAD MATERIALS				
C4.3.6	Milling and removal of existing asphalt layers with an average milling depth (Contractor takes ownership)				
C4.3.6.1	Not exceeding 50mm	m ³	100		
C4.3.9	Excavating material by using conventional road construction equipment				
C4.3.9.2	Crushed stone and macadam materials	m ³	900		
C4.3.14	Removing existing road edging and services structures				
C4.3.14.1	Removing of existing road edging using construction equipment (a) Kerbing and edge beams (ii) Precast concrete kerbing (Figure 6)	m	240		
C4.3.15	Stockpiling of road layer materials				
C4.3.15.2	Crushed stone material	m ³	900		
C4.3.17	Excavate non-compliant or excess pavement layer material to spoil in site designated by the Employer, material consisting of				
C4.3.17.2	Crushed stone, macadam, Gravel and sand material	m ³	1 940,00		
C4.3	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS					
THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					CHAPTER C4.4
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C4.4	COMMERCIAL MATERIALS				
C4.4.2	Commercial materials identified by the Contractor from commercial, private or other non-commercial suppliers				
C4.4.2.1	Pavement layer material:				
(b)	Type G2 material	m ³	920		
(g)	Type G5B material (for Stabilisation)	m ³	1 250		
(j)	Type G7 material	m ³	1 170		
C4.4.4	Cementitious stabilising agents				
C4.4.4.1	Cement	t	59		
C4.4	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS					
THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					CHAPTER C5.1
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C5.1	ROADBED				
C5.1.1	Roadbed construction and compaction				
C5.1.1.1	Compaction of in-situ material to 90% of MDD (150mm)	m³	1200		
C5.1	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS					CHAPTER C5.2
THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C5.2	FILL				
C5.2.2	Fill construction				
C5.2.11	Finishing off fill slopes, medians and interchange areas				
C5.2.11.1	Fill slopes	m²	300		
C5.2	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS

CHAPTER C5.3

THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C5.3	ROAD PAVEMENT LAYERS				
C5.3.1	Compiling and implementing M&U plans for the construction of all the pavement layers	No.	3		
C5.3.2	Construction of pavement layers				
C5.3.2.1	Construction of layers using conventional construction methods:				
(b)	Lower Selected gravel layer (150mm) compacted to 95% of MDD	m ³	1 170		
(l)	Upper subbase gravel layer (chemically stabilised), (150mm) compacted to 95 % of MDD	m ³	919		
(x)	G2 crushed stone base layer (150mm) compacted to 88 % of BD	m ³	720		
C5.3.9.1	Construction of a trial section using conventional methods of construction				
(a)	Stabilised gravel layer (150mm) trial section	m ³	200		
(c)	Crushed stone base layer (150mm) trial section	m ³	200		
C5.3	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS					CHAPTER C5.4
THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C5.4	STABILISATION				
C5.4.2	Chemical stabilisation				
C5.4.2.1	Chemical stabilisation: 150mm C4 Subbase	m ³	1 119		
C5.4.5	Cementitious stabilisation agents for pavement layers				
C5.4.5.1	Addition of cementitious stabilisation agents (CEM III or CEM V) for pavement layers				
(a)	Cement (for C4 Subbase)	t	59		
C5.4.10	Provision and application of water for curing	kℓ	140		
C5.4	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS

CHAPTER C6.2

THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C6.2	SEGMENTAL BLOCK PAVING				
C6.2.1.1	Concrete block paving sidewalks (80mm thick interlocking pavers)	m ²	880		
C6.2.2	Cast in-situ concrete edge and intermediate beams	m ³	39		
C6.2.3	Provision and application of approved herbicide and ant poison				
C6.2.3.1	Provision of materials	Prime Cost Sum	1	R5 000,00	R5 000,00
	Contractor's charges and profit added to the prime cost sum	%			
C6.2	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS					CHAPTER C9.1
THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C9.1	ASPHALT LAYERS				
C9.1.5	Asphalt surfacing				
C9.1.5.1	New construction				
(a)	Sand skeletal mix - continuously graded (40mm thick, placed by paver)	m ²	5 100,00		
C9.1 / C8.1.1	Prime Coat:				
C8.1.1.2	MC-30 cut-back bitumen	ℓ	4 080,00		
C9.1	TOTAL CARRIED FORWARD TO SUMMARY TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS					
THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					CHAPTER C11.1
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C11.1	PITCHING, STONework, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION				
C11.1.2	Stone pitching				
C11.1.2.2	Grouted stone pitching with mortar	m²	10		
C11.1	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS					
THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					CHAPTER C11.6
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C11.6	ROAD SIGNS				
C11.6.1	Road signboards with painted or coloured semi-matt background. Symbols, lettering and borders in semi- matt black or in Class I retro-reflective material, where the sign board is constructed from:				
C11.6.1.7 (a)	Regulatory signs, permanent 600mm diameter (galvanised steel plates)	No	4		
C11.6.1.9 (a)	Warning signs, permanent 600mm size (galvanised steel plates)	No	5		
C11.6.1.10 (a)	Warning signs, temporary 600mm size (galvanised steel plates)	No	2		
C11.6.5	Excavation and backfilling for road sign supports (not applicable to kilometre posts)				
C11.6.5.1	Excavating soft material and backfilling	m ³	4		
C11.6.5.3	Extra over item C11.6.5.1 and 2 for cement-treated soil backfill	m ³	2		
C11.6.3	Road sign supports (overhead road sign structures excluded):				
C11.6.3.2 (a)	Timber 125 mm and 3,0 m high treated timber as per SD 1302/A	m	50		
C11.6.8	Danger plates at culverts/structures				
C11.6.8.1	Size 150 x 600 mm (W401)	No	5		
C11.6	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS					CHAPTER C11.7
THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C11.7	ROAD MARKINGS AND ROAD STUDS				
C11.7.1	Road marking:				
C11.7.1.1	White lines broken or unbroken (100mm)	km	0,72		
C11.7.1.4	White lettering and symbols (paint type indicated)	m ²	20		
C11.7.8	Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)	km	0,72		
C11.7	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS

CHAPTER C11.9

**THE REHABILITATION OF JIM PAYNE DRIVE
IN KOKSTAD, WARD 07**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C11.9	FINISHING THE ROAD & ROAD RESERVE & TREATING OLD ROADS				
C11.9.1	Finishing the road and road reserve:				
C11.9.1.2	Single carriageway road	km	0,72		
C11.9	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS

CHAPTER C20.1

**THE REHABILITATION OF JIM PAYNE DRIVE
IN KOKSTAD, WARD 07**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP				
C20.1.2	Special tests requested by the Engineer				
C20.1.2.2	Employer's contribution to other special tests				
(a)	Materials testing for Engineer's Acceptance Control	PC Sum	1	R50 000,00	R 50 000,00
(a.i)	Handling costs and profit in respect of item C20.1.2.2(a)	%			
C20.1	TOTAL CARRIED FORWARD TO SCHEDULE A (Page PD 31)				

SCHEDULE A: ROADWORKS - SUMMARY			
CHAPTER	DESCRIPTION	FROM PAGE	AMOUNT
C1.2	GENERAL REQUIREMENTS AND PAYMENT	PD 6	
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS	PD 8	
C1.4	FACILITIES FOR THE ENGINEER	PD 9	
C1.5	ACCOMMODATION OF TRAFFIC	PD 11	
C1.6	CLEARING AND GRUBBING	PD 12	
C1.7	LOADING AND HAULING	PD 13	
C3.1	DRAINS	PD 14	
C3.2	CULVERTS	PD 15	
C3.3	CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS	PD 16	
C4.2	CUT MATERIALS	PD 17	
C4.3	EXISTING ROAD MATERIALS	PD 18	
C4.4	COMMERCIAL MATERIALS	PD 19	
C5.1	ROADBED	PD 20	
C5.2	FILL	PD 21	
C5.3	ROAD PAVEMENT LAYERS	PD 22	
C5.4	STABILISATION	PD 23	
C6.2	SEGMENTAL BLOCK PAVING	PD 24	
C9.1	ASPHALT LAYERS	PD 25	
C11.1	PITCHING, STONEMWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION	PD 26	
C11.6	ROAD SIGNS	PD 27	
C11.7	ROAD MARKINGS AND ROAD STUDS	PD 28	
C11.9	FINISHING THE ROAD & ROAD RESERVE & TREATING OLD ROADS	PD 29	
C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP	PD 30	
TOTAL SCHEDULE A: ROADWORKS CARRIED FORWARD TO SUMMARY (Page PD 32)			

THE REHABILITATION OF JIM PAYNE DRIVE IN KOKSTAD, WARD 07		
C2.3 SUMMARY OF BILL OF QUANTITIES		
SCHEDULE	FROM PAGE	AMOUNT
SCHEDULE A: ROADWORKS - SUMMARY	PD 30	
SUBTOTAL 1		
CONTINGENCIES (10.0% of Subtotal 1)		
SUBTOTAL 2		
VAT (15% of Subtotal 2)		
TOTAL CARRIED FORWARD TO FORM OF OFFER		

Signed on behalf of the Tenderer: (Signature)

Date:

Tenderer's Name: (Company Name)

DISCLAIMER

Kindly note that the responsibility lies with Tenderer to check the tender document and the tender addenda (if issued) to verify that all the information is correct and all changes have been incorporated as no claims will be entertained in this regard afterwards. Accordingly, we confirm that the hard copies of the original tender document and the tender addenda are to be regarded to contain the correct items and quantities.

TABLE OF CONTENTS

	PAGE NO.
C3: SCOPE OF WORK	SW. 2
C3.1: STANDARD SPECIFICATIONS	SW. 2
C3.2: PROJECT SPECIFICATIONS	SW. 2
C3.3: PARTICULAR SPECIFICATIONS	SW. 26

• **C3: SCOPE OF WORK**

C3.1: STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the **Standard Specifications for Road and Bridge Works for State Road Authorities, COTO (2020)**.

C3.2: PROJECT SPECIFICATIONS

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement the Standard Specifications.

Part A contains a general description of the Works, the Site and the requirements to be met.

Part B contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between the Specifications (including the Project Specifications) and the drawings and / or the Schedule of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

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

PART A: GENERAL

[NOTE: This description is a broad outline of the Contract Works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project. [For Compiler information purposes only]

C3.2.1 Employer's Objective and Overview of the works

Greater Kokstad Municipality: The objectives of the project are to improve level of service by enhancing the mobility of the road through elimination of potholes and improving riding quality that serves the community of Greater Kokstad Municipality.

The scope of works will include improving the stormwater drainage by installing pipe culverts. The scope also entails removing existing pavement layer works up to $\pm 250\text{mm}$ and stockpiling the material to be used as a selected subgrade layer, then remove existing material of 350mm to spoil. There will be importation of surface, base and subbase layer works from commercial sources. The works will also include installation of block-paved sidewalks on one side of the road, there will also be installation of concrete kerbs.

The employer's objectives are also to deliver public infrastructure and services using labour-intensive methods in accordance with EPWP Guidelines.

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

The Contractor shall be required to attend meetings of the local Project Liaison Committee (PLC) from time to time. Requirements of the Expanded Public Works Programme (EPWP) are contained in Part F of section C3.3 Particular Specifications. These requirements include provisions for the National Youth Service programme. Requirements in terms of Government's initiatives for broad based black economic empowerment with respect to small contractor development are contained in Part G of section C3.3 Particular Specifications.

C3.2.2 Overview of the works

The project scope entails rehabilitation of Jim Payne Drive which is 7m wide and the length is 720 m long. There will also be installation of 1.5m wide sidewalks on one side of the road, and installation of pipe culverts.

Proposed Pavement structure for Jim Payne Drive is shown in table C3-1

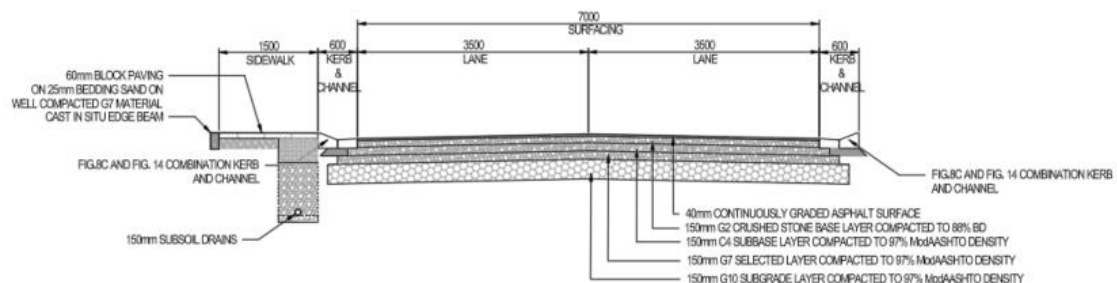


Figure C3-1

Table C3-1: Jim Payne Drive Pavement structure

Granular subbase
40mm AC
150mm G2 Crushed Stone Base
150mm C4 subbase
150mm G7 selected layer
150mm In-situ roadbed

Table C3-2: Jim Payne Drive sidewalk pavement structure

Granular subbase
80mm Paving Block
20mm Bedding sand
150mm C4 subbase
150mm G7 selected layer
150mm In-situ roadbed

The broad scope of works entails the Design and Project Management for the proposed infrastructure is broken down as follows:

- Site establishment.
- Constructions of approximately 0.72km long x 7.0m wide collector road using imported G2 base and subbase (C4).
- Paving a 40mm Asphalt to new section of road works.
- supply and laying of 450mm & 600mm concrete pipe crossings with headwalls, inlets, outlets and wingwalls.
- Construction of 1.5m wide 80mm thick block paved sidewalks.
- construction of precast concrete kerbs with side channels (Figure 8c & Figure 14).
- Installation of road traffic signs, traffic calming measures, and road markings
- Testing of material and workmanship

C3.2.3 Location of site and access

The site is located in Kokstad town, within the Greater Kokstad local Municipality (GKM) under Harry Gwala district municipality. The street is located in ward 07 of the municipality, as depicted in the Locality Plan.

C3.2.4 Ground and Subsoil Investigations

Geotechnical investigations are ongoing on the site and the details of the subsoil conditions will be provided to the successful tenderer. Requests may be made via email by tenderers should they require a copy of the report.

C3.2.5 Ancillary works

The existing asphalt surfaced road is to be removed, the layer-works boxed out and new layer-works and surfacing constructed as depicted in the issued tender drawings.

C3.2.6 Climatic conditions

The climate data obtained from South African Weather Services has shown that Kokstad has high summer rainfall and cold winters.

a) Temperature

The monthly temperature trends for the Kokstad weather station are shown in Figure 0-1. The project area is characterized by hot summers and cold winters. Monthly mean maximum temperatures range between 18.8°C and 26.3°C.

Figure 0-1, shows that during winter (June to August), the average minimum temperatures drop to nearly 1.3°C and there are some extreme cases where the minimum temperature drops to below freezing point, down to almost – 5.2°C. During the spring and summer seasons (September to February) the average maximum temperature increases to ±33°C. The extreme maximum temperatures reach 33.7°C in summer and 27.3 °C in winter.

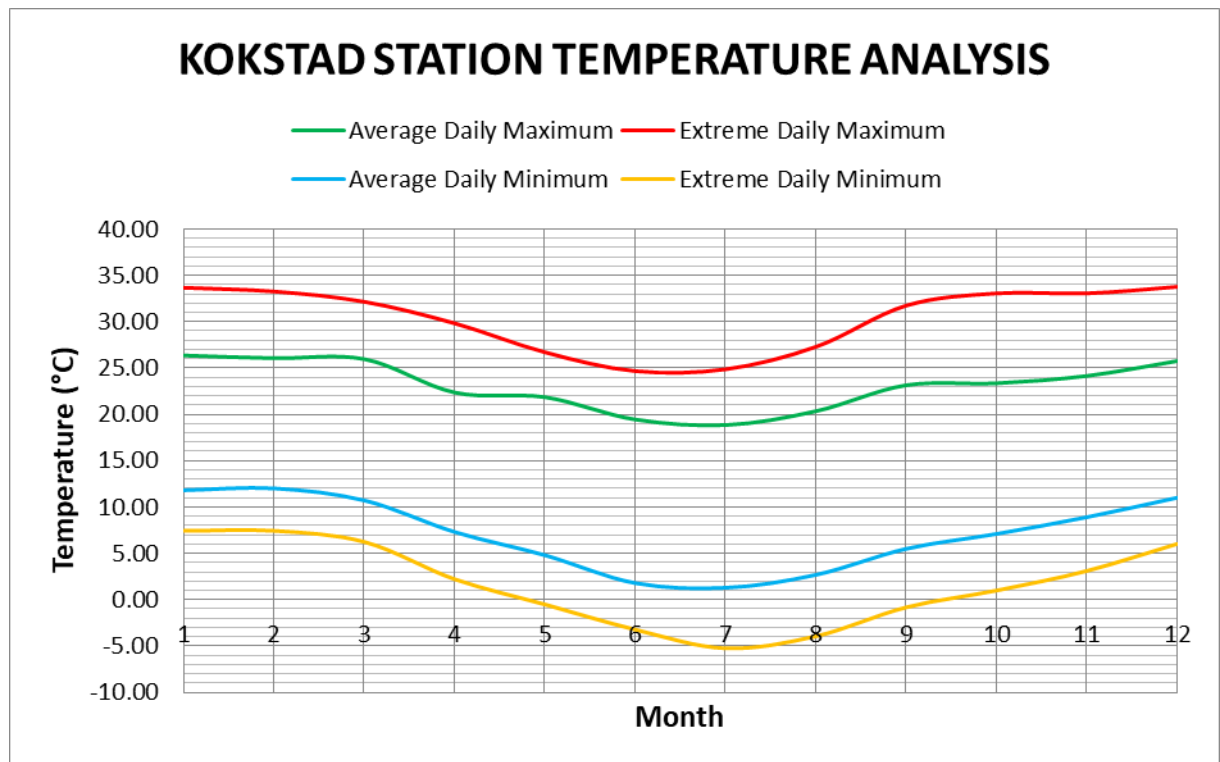


Figure 0-1: Average daily temperatures, per month, for the area (Kokstad weather station)

b) Rainfall

Rainfall data for the Kokstad weather station is summarized in Figure 2-4. The mean annual precipitation (MAP) is 869.2 mm with approximately 89% of this total occurring between October and April, with October and April having almost the same average rainfall. During the rainy season

(October to April), the average monthly rainfall ranges from 66.6 mm to 153.4mm and during the winter months (June to August) the average rainfall ranges between 11.4mm to 29mm.

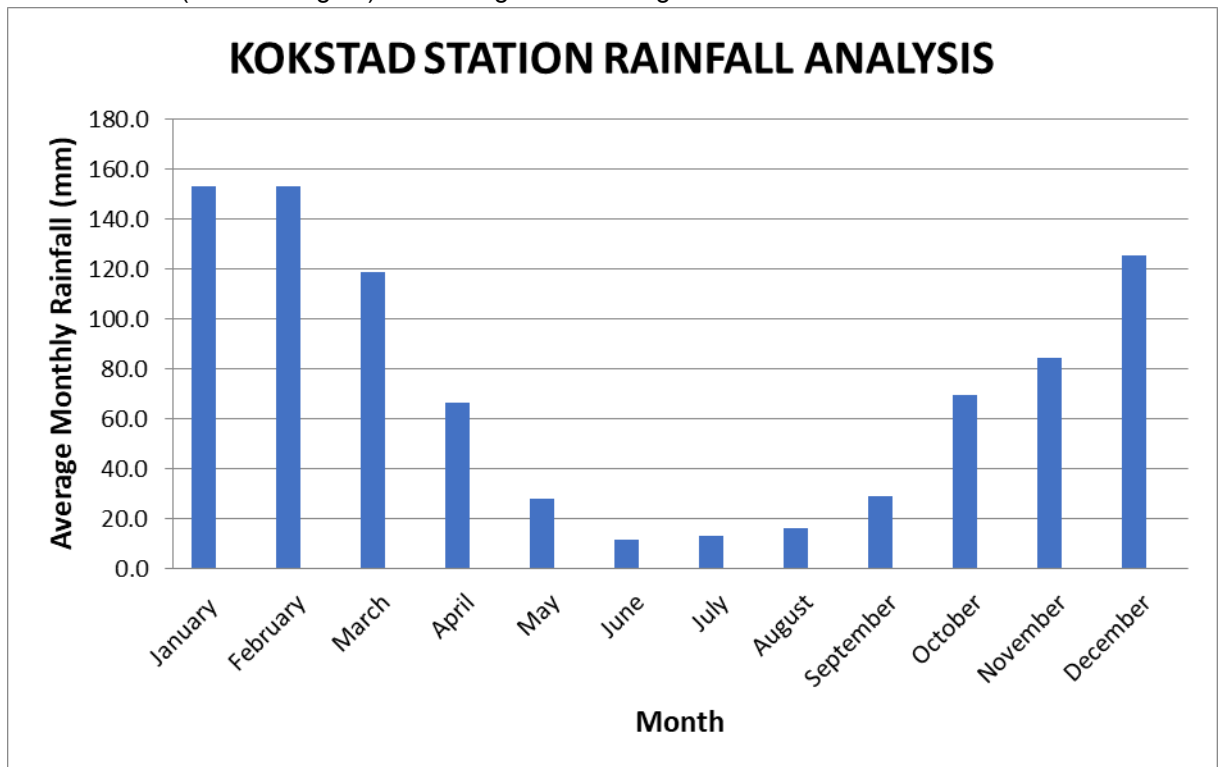


Figure 0-2: Summary of rainfall data for the Kokstad weather station

C3.2.7 Labour

A Project Liaison Committee shall be established and is a vital means of communication between all parties involved with the project. The composition of the PLC shall comprise representatives of the Employer, the Engineer and formal structures within the community.

The Contractor shall make use of these communication channels and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative will be also required to attend the monthly PLC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various Traditional Leaders in the area.

Labour-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Employer's Agent, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use

only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

These portions of the Works shall be constructed utilising only locally employed labour and/or the labour of local subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Employer's Agent and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications.

Subject to considerations of occupational health and safety, the portions of the Works to be executed using labour-intensive construction methods are:

- Site establishment;
- Proving and relocation of existing services including water, sewer and electricity;
- Constructions of approximately 0.72km long x 7.0m wide collector road using imported material base (G2) and subbase (C4).
- 40mm Asphalt;
- Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Hauling and spoiling of all excavated materials.
- Erosion protection;
- Traffic accommodation through the supply an erect temporary and permanent road signs;
- Mixing and placing of concrete for Kerb and Channel (Kerbs to be sourced an to conform with the specifications), concrete for channel can be mixed on site without compromising the required started;
- Supply and lay concrete pipe culverts;
- Installation of subsoil drainage
- Construction of headwalls, inlet and outlets;
- Construction of all brickwork required for structures;
- Road marking;
- Cleaning and tidying up of the Site and
- Landscaping.

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

Task Based Activities: Labour Intensive activities are to be planned as task-based works where required. Task based refers to a specific amount of work to be performed which is clearly defined by a quantity and quality. Typically, a particular task can be completed within a working day.

C.3.2.8 Spoiling of surplus material

Surplus material shall be spoiled in designated areas approved by the Employer's Agent. The spoil material shall be disposed of in accordance with subclauses in COTO standard specifications.

C.3.2.9 Material sources, spoil and stockpile areas

Where possible, the contractor shall source material from within 20km of the site utilising local suppliers. The material which may be sourced locally:

- Cement;
- River sand (Coarse Grade Nom. 4.75mm); and
- Asphalt surfacing

G2, G4, G6 and G7 (portion of material) material shall be obtained from commercial sources. Some of G7 may be available from the existing road prism. Spoil areas and areas for the temporary

stockpiling of construction materials shall be determined and agreed on site in conjunction with the Engineer. The Contractor shall be permitted to use only these agreed spoil and stockpile areas, which shall be landscaped and vegetated on completion of the work.

Spoil areas and areas for the temporary stockpiling of construction materials shall be determined and agreed on site in conjunction with the Engineer, the PLC (where applicable) and the local communities (where applicable). The Contractor shall be permitted to use only these agreed spoil and stockpile areas, which shall be landscaped and vegetated on completion of the work.

Information regarding a local commercial quarry is shown below:

Table C3-3: Commercial quarries information

SUPPLIER	AVAILABLE MATERIAL	PARENT ROCK	CONTACT No.	Distance from the Site
Dorning Group	G1, G2, G4, G5, G6, G7&G9	N/A	039 7271976	± 10km

The above table is provided for information purposes, and tenderers should note that there may be other acceptable commercial sources in the vicinity.

C.3.2.10 Accommodation of traffic

The accommodation of traffic forms an integral part of the contract and traffic management plan to be approved by the Contract Engineer or his representatives onsite.

C.3.2.11 Existing services

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services has commenced.

It is also expected that unknown domestic services crossings requiring relocation or protection may be encountered along the route as the work proceeds. The Contractor shall make every effort to establish the location of these services in any area prior to excavations commencing in that area. Such efforts shall include diligent enquiry and discussions with adjacent landowners, visual surface inspection and exploratory trenching investigation as necessary.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

C.3.2.12 Employer's Agent's site offices and laboratory

The Contractor shall be required to provide furnished site office facilities, laboratory facilities, ablution facilities, and carports for the Engineer at a site located in close proximity to the Contractor's office establishment and to the Works. A possible area for such site establishment shall be indicated by the Engineer before the commencement of construction.

C.3.2.13 Temporary Works

Vertical, horizontal and inclined falsework and formwork will be used during the construction of the culvert structures. Provisions of access scaffolding and temporary propping will also be required. Temporary shoring will be utilised on unstable excavations.

The Temporary Works required under this Contract shall include the traffic accommodation measures implemented, the provision of drainage control, falsework and formwork during the

construction of the minor drainage structures, and the provision of any scaffolding or temporary propping used during the erection of the road signs.

All Temporary Works shall be removed from the Site on completion of the Contract.

C.3.2.14 Maintenance of the Works during the construction period

The Contractor shall take note of the various requirements of the General Conditions of Contract 2015 and the standard specifications with respect to the care and protection of the Works.

The handing-over of the road reserve for this contract is described in COTO. The Contractor shall be responsible for maintaining this portion of the road from the date of hand-over until the issue of the Certificate of Practical Completion.

C.3.2.15 Testing of materials

A provisional sum has been allowed in chapter 20 of the Schedule of Quantities for all acceptance control testing laboratory work to be carried out by the Engineer using the laboratory facilities included in section 1.4 and/or commercial laboratory facilities.

The Contractor shall carry out at his own cost the required process control testing as specified in terms of the COTO standard specifications.

C.3.2.16 Power supply and other services

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

C.3.2.17 Construction in confined areas

It may be necessary for the Contractor to work within confined areas, except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor shall note that, unless otherwise provided for in terms of the scheduled payment items in the COTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

C.3.2.18 Contractor's campsite

Possible locations for a campsite shall be pointed out at the clarification meeting.

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel but the chosen site shall be subject to the approval of the Engineer, the local authorities and, where applicable, the Project Liaison Committee (PLC) associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with the requirements of all local authority, environmental and industrial regulations concerned. In establishing and maintaining his campsite, due cognisance is to be taken of the requirements of clause B1233 of these Project Specifications.

The Contractor is to fully familiarise himself with all local by-laws and Government regulations for

the employment, transport and accommodation of labour on site.

The Contractor shall particularly note that there is a high risk of theft, vandalism and damage to property in this area and strict security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works.

No separate payment shall be made for the provision of such security since full compensation for these costs shall be deemed to be included in the amount tendered for items in subsection C1.3 (CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS).

C.3.2.19 Additional requirements for construction activities

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor's tendered rates shall include full compensation for all costs which may arise from the construction and maintenance of deviations and construction under traffic. No claim for additional costs which may arise from these methods of traffic accommodation and no additional payment owing to inconvenience as a result of the Contractor's method of working shall be considered.

C3.2.20 Design

- The Contractor is responsible for the Temporary Works, Site Camp and Contractor's office accommodation design.
- Site layouts for the Engineer Representative's temporary office accommodation and a Monthly Meeting venue.

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

The bid drawings are applicable to the contractor are detailed in this tender document. These drawings have been used for setting up the Bills of Quantities.

C3.2.21 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

C3.2.22 Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme.

C.3.2.23 Construction programme

In addition to any other restrictions accommodated by the Contractor in compiling the construction programme, the following constraints shall be considered in the preparation thereof:

- (1) The whole of the Works (and the portions of the Works if completion in portions is required) shall be completed within the time period(s) stated (refer to the Contract Data in section C1.2.2).
- (2) Working days lost due to abnormal rainfall shall be treated as set out in clause A1.2.3.4
- (3) Allowance shall be made for non-working days and special non-working days (refer to the Contract Data in section C1.2.2).
- (4) Construction activities must comply with all the specified environmental requirements including Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (5) Construction activities must comply with all the specified health and safety obligations including the requirements of the OHSA 1993 Health and Safety Specifications.
- (6) Strict control of access to and from local public roads shall be required when construction vehicles, plant or equipment leave or enter the site.
- (7) Throughout the contract period traffic must be accommodated through the site and all other contractors engaged on the REHABILITATION OF JIM PAYNE DRIVE must be accommodated.
- (8) The Contractor's programme of work shall take due cognisance of risks by limiting the duration of the exposure of the various construction elements to natural phenomena.
- (9) Programme must clearly indicate work carried out by the nominated sub-contractors and its impact on the contractors works programme

For the guidance of Tenderers, a provisional preliminary construction programme is included below. This programme is given in good faith and no claims shall be entertained due to inaccuracies, discrepancies or omissions contained in the programme.

PRELIMINARY CONSTRUCTION PROGRAMME

ACTIVITY	DURATION	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6			
	(Weeks)																								
1. Site Establishment																									
2. Relocation of Services																									
3. Traffic Accommodation																									
4. Clear and Grub																									
5. Earthworks																									
6. Drainage																									
7. Subsoils																									
8. Kerb and channel																									
9. Selected Subgrade (Lower)																									
10. Selected Subgrade (Upper)																									
11. Cemented Subbase																									
12. Crushed Stone Base																									
13. Surfacing																									
14. Ancillary Items																									
15. Finishing Road Reserve																									
16. Pedestrian Sidewalks																									
17. De-Establishment																									
18. Road Marking																									
EXPECTED CASH FLOWS	(in Rands)																								

C.3.2.24 Management and disposal of water (Read with SANS 1921 - 1: 2004 clause 4.6)

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

C.3.2.25 Earthworks (Read with SANS 1921 - 1: 2004 clause 4.10)

Borrow pits and spoil areas

The borrow pits to be used for this contract, where possible, shall be pointed out at the Compulsory Site Inspection. It is however the contractor's responsibility to locate the closest borrow pit which will be tested by an approved Geotechnical Engineering specialist prior to the source being used. The rate for gravel material shall be deemed to include all overhaul based on the identified borrow pits' distance.

The Contractor shall be permitted to use only those borrow pits approved by the Engineer. The spoil sites shall be determined on site in conjunction with the Engineer and the Municipality. The Contractor shall be permitted to use only those spoil areas approved by the Engineer. Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation, etc., its use shall be subject to the approval of the Engineer and the landowner.

C.3.2.26 Testing (Read with SANS 1921 – 1: 2004 clause 4.11)

Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

C.3.2.27 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

C.3.2.28 Survey beacons (Read with SANS 1921 - 1: 2004 clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

C.3.2.29 Health and Safety (Read with SANS 1921 - 1: 2004 clause 4.18)

C.3.2.29.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4

C.3.2.29.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

[Note to compiler: The Employer's Safety Specification is available and must be included]

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- i. a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- ii. pro-active identification of potential hazards and unsafe working conditions;
- iii. provision of a safe working environment and equipment;
- iv. statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- v. monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- vi. details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- vii. details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment, if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to

claim for extension of time or standing time and related costs

C.3.2.29.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

C.3.2.29.4 Management of the environment (Read with SANS 1921 - 1: 2004 clause 4.19)

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and those the Engineer may directly instruct, shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(c) Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Framework prepared by the Municipality, and the project specific Environmental Management Plan will be adhered to.

C.3.2.30 EPWP Alignment Clauses

C.3.2.30.1 (1.2) Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any infrastructure projects:

Protective overalls

- Protective footwear
- Protective headwear
- Eye/face protection

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls
- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

C.3.2.30.2 (B1231) COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of (insert time) and __ (insert time) and at other time as the need arises. His normal working day will extend from ____ morning until __ (insert time) in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements regarding numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.

- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison.

(b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.

(c) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

• ***SECTION B1: STANDARD AMENDMENTS ISSUED BY COTO***

Notes to tenderer:

1. The Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition) prepared by the Committee of Transport Officials, (COTO), as amended, shall apply to this contract. The amendments are those issued by COTO and reproduced in Section B1, together with additional amendments as set out in Section B2 and Project specific Specification Data as set out in Section B3.

As at the date of going to tender, no amendments have been issued by COTO.

SECTION B2: PROJECT SPECIFICATION AMENDMENTS TO THE COTO STANDARD SPECIFICATIONS

Notes to tenderer:

1. This Section B2 contains amendments to the Standard Specification, including additional clauses, amendment to clauses or deletion of clauses and specifications, required for this particular contract. Where the Standard Specifications allow a choice to be specified in the Contract Documentation or Project Specifications, between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract, these selections are not made in this Section B2. Details of such alternatives or additional requirements applicable to this contract are contained in Section B2: Specification Data. Section B2 also contains project specific sections for Sections C, D and E.
2. The number of each clause and each payment item in this part of the project specifications follows the numbering format of the standard specifications.

SECTION B2: PROJECT SPECIFICATION

TABLE OF CONTENTS

PAGE

NO TABLE OF CONTENTS ENTRIES FOUND.

COTO CHAPTER 1: GENERAL

SECTION 1.1: GENERAL PREAMBLE

PART A: SPECIFICATIONS

A1.1.2 DEFINITIONS

Replace the Definition for "Site / Site of the Works" with the following:

"Site / Site of the Works - shall mean the entire road reserve (both new and existing), inclusive of road junctions and property accesses, required for construction of the Works as defined by the limits of construction given in the Contract Documentation. It shall also include areas within statutory building lines where work has to be carried out and any additional lengths of road required for the placement of advanced warning road signs and/or traffic accommodation measures beyond the limits of construction as shown on the drawings. The Site shall also include areas outside of the road reserve required for Construction camps, Engineer's site facilities, Borrow pit areas or quarry areas, haulage and access roads, temporary deviations, storage areas, spoil areas and stockpile areas. The exact extent of the limits of the construction will be verified once the Site is handed over to the Contractor."

PART C: MEASUREMENT AND PAYMENT

C1.1.3 PAYMENT

C1.1.3.5 Payment for materials on the Site

In the last sentence of the 1st paragraph, delete the following:

" , or, in the case of crushed stone which has not been purchased but has been produced on the site, at 80% of a fair evaluation of such crushed material".

Add the following new subclauses:

"C1.1.3.9 Reduced payments for substandard work

Where provision for reduced payments for sub-standard work is made in the Contract Documentation, acceptance of reduce payment for substandard work may be accepted by the Engineer subject to prior approval by the Employer.

C1.1.3.10 Procurement of sub-services and omitted rates (Second tier procurement)

Second tier procurement include the procurement of any work where either the particulars of the work is not scheduled and priced, or where the process of procurement of the sub-service provider is specified elsewhere in the contract specification. It includes the procurement of work where rates have been omitted or where allowance for the work is made under a Provisional sum or Prime sum item or where allowance for the work is made under a Provisional sum or Prime sum item but the particulars of the work is not scheduled, or where work is instructed under clause 6.3 [Variations] or where work is to be performed by Targeted Enterprises.

The following procurement methods is to be followed as appropriate:

- a) **Where the particulars of the work are not scheduled but existing rates for similar work exist in the contract and the work can therefore be executed by the contractor or his sub-contractor at the existing contract rates.**

No separate procurement process is required. The work is to be quantified and scheduled utilising existing rates and approved through the Works Authorisation process.

- b) **Where the payment calculation is based on a formula specified in the contract document, or**

where the payment rate is pre-determined or fixed by the client.

No separate procurement process is required. The work is to be quantified and approved through the Works Authorisation process.

- c) **Where the supplier is not selected by the contractor and actual cost is reimbursable and no procurement process is possible.**

No separate procurement process is required. The work is invoiced by supplier on completion and approved through the Works Authorisation process at the end of the contract.

- d) **Where there are omitted items as part of the existing scheduled scope of work and no existing rates for similar work exist in the contract, or**

where there are no existing rates for the materials to be supplied and suitable rates for material to be determined.

A proposal for a new rate shall be submitted by the contractor and evaluated by the engineer, by comparing with either adjusted relevant rates in the contract, or by comparing with similar rates on similar contracts, or by comparing three informal quotes to substantiate the rate. The new agreed rate is approved through the Works Authorisation process.

- e) **Where the particulars of the work are not scheduled and the estimated cost of the work (including VAT and excluding Contract Price Adjustment) is equal or less than R500,000.00 and there are no existing rates for similar work and the contractor's proposal submitted in terms of GCC Variation 6.3 is not accepted and the work is to be performed by a sub-contractor.**

A minimum of three quotations shall be obtained from Targeted Enterprises (as defined in Section D1000). The following is the minimum requirements for this process:

- Prequalification for BEE level 1 or 2 and EME or QSE (Approval to deviate must be granted by the Employer, based on market research)
- Quotation to include form of quotation, CSD registration, CIDB (where applicable),

A Works Authorisation shall be approved prior to execution of the work.

- f) **Where the particulars of the work are not scheduled and the estimated cost of the work is more than R500,000.00 (including VAT and excluding Contract Price Adjustment) and there are no existing rates for similar work and the contractor's proposal submitted in terms of GCC Variation 6.3 is not accepted and the work is to be performed by a sub-contractor.**

The work is to be procured through a tender process. The following is the minimum requirements for this process:

- Prequalification for BEE level 1 or 2 and EME or QSE (Approval to deviate must be granted by the Employer, based on market research)
- Tenders to close at the relevant site offices at a specific date and time
- Tender documents to include form of Offer, CSD registration, Tax compliance, CIDB (where applicable), SBD1, SBD 4, SBD 8, SBD 9, SBD 6.2, BEE certificate, Form A2.2
- Tenders to be evaluated on price and preference
- Evaluation by contractor for review by engineer

A Works Authorisation shall be approved prior to execution of the work.

- g) **Where the particulars of the work are identified by the contractor to be performed by subcontractors who are Targeted Enterprises to form part of the specified Contract Participation Goals for Targeted Enterprises.**

The work is to be procured as per the process specified in clause D1007.

- h) **Where the work is unforeseen, urgent and the relevant procurement method as indicated above will result in a delay to the contract and payment for a claim for extension of time and/or cost, or**

where the above procurement methods are not applicable or cannot fully be complied with.

The Employer will determine the most appropriate procurement process to be followed and approved through the Works Authorisation process."

SECTION 1.2: GENERAL REQUIREMENTS AND PROVISIONS

PART A: SPECIFICATIONS

A1.2.3 GENERAL

A1.2.3.4 Extension of time for delays caused by rainfall

Extension of time resulting from abnormal rainfall shall be calculated according to the requirements of Method (ii) (Critical-path method).

Add the following to the end of Method (ii):

"The value of "n" working days expected delay caused by normal rainy weather as referred to in Method (ii) shall be as given in Table A1.2.3.4 for each respective calendar month of any year:

Table A1.2.3.4

Month	Expected delay of "n" working days due to normal rainy weather	Month	Expected delay of "n" working days due to normal rainy weather
January***	4	July	1
February	4	August	1
March	4	September	2
April	3	October	3
May	2	November	4
June	1	December***	4

*** Includes the whole month of December / January.

Each "n"-value in Table A1.2.3.4 applies only to the calendar month immediately to the left of the number, and the "n"-values as specified shall not be taken as being carried forward so as to accumulate over the contract period. If no abnormal rainfall occurs during a particular calendar month in a particular year, then no extension of time for abnormal rainfall shall be granted with respect to that calendar month for that year, and no further consideration shall be given to that "n"-value in respect of that year.

Similarly, if the "n" working days expected delay caused by normal rainy weather during a particular calendar month in a particular year (for which the Contractor shall have made provision in his programme of work in accordance with Method (ii)) are not taken up (either in whole or in part) by standing time due to normal rainy weather during that month of that year, then no further consideration shall be given to those "n" working days (or portion thereof), which effectively have been gained, when any subsequent extension of time claims which may arise later during the contract period are assessed by the Employer's Agent."

"Item Unit

C1.2.10 Dispute Adjudication Board (DAB)

C1.2.10.1 Employer's contribution to DAB (50%) prime cost (PC) sum"

The unit of measurement for item C1.2.10.1 is the prime cost sum. Payment of the prime cost sum shall be in terms of GCC Clause 6.6 for 50% of the amounts invoiced from the appointed DAB. No sum for overhead charges and profit in terms of GCC Clause 6.6 is payable for this item."

SECTION 1.3: CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

PART C: MEASUREMENT AND PAYMENT

Item Unit

C1.3.1 The Contractor's general obligations

Delete subitem C1.3.1.3 and replace with the following:

"C1.3.1.3 Time related obligations:
(i) Mobilisation period month
(ii) Execution of the works month"

Add the following pay subitems:

"C1.3.1.4 Suspension Cost
a) De-establishment Number
b) Re-establishment Number
c) Suspension period month
d) Engineer's cost prime cost sum (PC) sum

Under the heading "Item C1.3.1.3", delete the 2nd paragraph and replace with the following:

"The contract rate shall include full compensation for that part of the Contractor's general obligations which are mainly a function of construction time. The contract rate shall be deemed to include, hire costs or cost of ownership or minimum hourly charges (standing time costs) per month for Contractor's Equipment. The contract rate will be paid monthly, pro rata for parts of a month, from the Commencement Date in terms of the Contract Documentation until the end of the Mobilisation Period for item C1.3.1.3(a). For item C1.3.1.3(b) the contract rate will be paid monthly, pro rata for parts of a month, from the end of Mobilisation Period until the end of the original Contract Period specified for completion of the Works."

Add the following new paragraphs:

"Item C1.3.1.4

The rates tendered under subitem C1.3.1.4 shall represent full compensation for all Costs for Suspension of Work and all Costs during Suspension of Works as per amended Condition of Contract clause 8.9.

Payment of subitems C1.3.1.4(a) and C1.3.1.4(b) shall be made for the number of de-establishments and re-establishments of all Personnel and Goods (Contractor's Equipment, Materials, Plant and Temporary Works) as instructed by the Engineer. Payment of subitems C1.3.1.4(a) and C1.3.1.4(b) shall not apply during the Mobilisation Period.

Payment of subitem C1.3.1.4(c) shall be made monthly, pro rata for parts of a month, from the date on which the Contractor has suspended progress of all of the Works in terms of Conditions of Contract clause 8.8 and commenced with de-establishment of the site, until permission or instruction to proceed in terms of Conditions of Contract clause 8.12 is given. Payment of subitem C1.3.1.4(c) shall not apply during the Mobilisation Period.

The Prime Sum in subitem C1.3.1.4(d) is provided to cover the cost of the Engineer during the period of suspension of the works. The amounts certified by the Employer shall be made to the Engineer, within 30 days of it being certified by the Employer.”

COTO CHAPTER 2: SERVICES

SECTION 2.1: GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES

PART A: SPECIFICATION

A2.1.3 GENERAL

A2.1.3.2 Location, identification, protection and relocation of existing services

b) Location of existing services

The lead times required to make the necessary arrangements for the protection, removal or relocation of services which the contractor shall allow will depend on affected service providers requirements and shall be dealt with on a case by case.

C3.3: PARTICULAR SPECIFICATIONS

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C.1 General

In order to ensure that the construction work is carried out in an environmentally sensitive manner, strict compliance with the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes subcontractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, subcontractors and suppliers.

C.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the Construction Manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter, etc.),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

C.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Employer's Agent and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m Bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

C.5 Access

- i Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- ii Access roads utilised by the Contractor must be maintained in good condition.

C.6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

C.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working condition and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

C.8 Fauna

- Contractors and sub-contractors' staff and workers may not chase, catch or kill animals encountered during construction.

C.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The Contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owners' lands.

C.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

C.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc..) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc..).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The Contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C.14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C.16 Soil Management

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion gullies.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used to aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at the construction camp.

C.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

C.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The Contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc.,) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Employer's Agent.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets, etc.,) on completion of the day's work.

Any spill around the container(s) should be treated as per Section C.11 and C.16.

In line with the municipality's COMPULSORY SUBCONTRACTING policy, as captured in clause 2 (1) (a) (ii) of the approved *Supply Chain Management Policy*; "all contracts with a value from R5 000 000 and above" are subject to a compulsory subcontracting. In terms of this clause, the successful Tenderer (Main contractor) is compelled to Sub-contracting a minimum of 30 % of the contract value. The subcontract firms shall be;

- in the Level 1 CIDB grading category of the specific project category (GB, CE, etc.);
- residents of GREATER KOKSTAD MUNICIPALITY,
- Black owned emerging contractor entities. Preference should be given to youth, disabled and female contractors or co-operatives.

The 30% requirement shall not be made up entirely of construction materials sourcing, this aspect will be capped at 10%.

Allocations will be made within the Bill of Quantities for specific works to be done by subcontractors, with an allocation for the full-time supervision by the Main Contractor. The works produced by the subcontractor is solely the responsibility of the Main Contractor.

A list of subcontractors meeting a pre-qualifying criterion will be provided to the Main Contractor by the municipality. However, the municipality indemnifies itself from any claim that may arise in the event of a dispute herein.

PART D: DAYWORK

This part of the Particular Specifications deals with the provision for daywork in the Schedule of Quantities. Rates for daywork shall be entered in the Schedule of Quantities in accordance with the following specifications.

D1. SCOPE

According to Clause 6.5 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the Schedule of Quantities. The quantities used in the Schedule of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.3 of the General Conditions of Contract 2015.

No work will be paid for as daywork without the written instruction or approval of the Employer's Agent.

D2. TYPE OF WORK

The Employer's Agent may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Employer's Agent. Daywork will only be used in exceptional circumstances.

D3. MATERIALS

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Section D of the Schedule of Quantities for daywork materials. The Contractor shall enter a tendered percentage in the Schedule of Quantities to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Instructions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the Employer's Agent. Further, if specific materials are required for daywork, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015.

D4. CONSTRUCTION PLANT HIRE

Where daywork is ordered, the tendered rates for plant hire in Section D of the Schedule of Quantities shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the Schedule of Quantities for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the daywork.

D5. SALARIES AND WAGES OF WORKMEN

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Schedule of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Employer's Agent, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

D6. MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for plant shall be the number of Vibroclock hours worked and each item of plant shall be fitted with a Vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2015 with regard to the submission of daywork claims.

PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

E1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, the Employer's Agent, inspectors and all other persons entering the site of works.

This specification shall be read in conjunction with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993 and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations.

In terms of the OHSA Agreement in Section C1.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representatives of trade unions and any other persons entering the site of works.

E1.1 Information based on the Employer's baseline risk assessment

The information presented in this subclause E1.1 is based on the Employer's baseline risk assessment prepared specifically for this contract.

This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

This information is neither prescriptive nor exhaustive, and is provided as a guideline to Tenderers in preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site-specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

The following aspects of this project carry the risk of possible injuries:

- Operation and maintenance on the site of heavy civil engineering plant such as excavators, bulldozers, front end loaders, tippers, TLBs, compaction equipment, rock breaking plant, water pumps, concrete mixers, ready mixed concrete trucks, batch plants, cranes, concrete pumps, compressors, pneumatic tools, generators, etc.
- Use on the site of power tools and hand tools.
- Handling of materials such as scaffolding, formwork, timber planks, steel wire, reinforcement, cement bags, concrete materials and hand stone.
- Storage and handling of flammable materials such as fuels, oils, adhesives, and painting and cleaning products including bituminous paint.
- Storage and handling of herbicides and ant poisons.
- Presence of open excavations for the box culvert, manholes and stormwater pipe trenches.
- Risks related to general safety and security on site.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessarily covered in the above.

E2. DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as **client** as defined in the Construction Regulations 2014. **Employer** and **client** are therefore interchangeable and shall be read in the context of the relevant document.
- (b) **Contractor** wherever used in the contract documents and in this specification, shall have the same meaning as **Contractor** as defined in the General Conditions of Contract 2015.

In this specification the terms **principal contractor** and **contractor** are replaced with **Contractor** and **subcontractor** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (c) **Employer's Agent** where used in this specification, means the Employer's Agent as defined in the General Conditions of Contract 2015. In terms of the Construction Regulations the Employer's Agent may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

E3. TENDERS

This Health and Safety Specification forms an integral part of the Contract and Tenderers are required to use it during the tender phase for pricing the preparation of a project specific Health and Safety Plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during construction. Tenderers must forward a copy of this Specification to all other persons or organisations that may be submitting prices to the Tenderer during the tender stage to enable them to include the cost of preparing their own Health and Safety Plan, relevant to their particular operation, and for compliance with the health and safety requirements during construction. Payment items are included in the Schedule of Quantities for compliance with the Occupational Health and Safety Act and Construction Regulations and with this Specification.

Tenderers are required to complete Form J 'Contractor's Health and Safety Declaration' in section T2.2 'Returnable Schedules'.

Failure to submit the foregoing with his tender and/or to provide realistic rates for relevant payment items will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely, in accordance with the Act and Construction Regulations and his tender shall be deemed non-responsive.

E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.

A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

E5. HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract,

and it shall include a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

E6.1 Appointments

The Contractor shall appoint in writing all employees.

The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7.

E6.2 Health and safety induction training

No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

E6.3 Medical certificate of fitness

The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

E7. APPOINTMENT OF SAFETY PERSONNEL

E7.1 Construction manager

Refer to Construction Regulation 8(1), (2), (3) and (4).

The Contractor shall appoint a full-time **Construction Manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety compliance.

The Contractor may also have to appoint one or more **assistant construction managers** to assist the Construction Manager where justified by the scope and complexity of the works.

E7.2 Construction health and safety officer

Refer to Construction Regulation 8(5) and (6).

Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a full-time or part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Labour and shall have the necessary competence and resources to perform his/her duties diligently.

E7.3 Construction supervisor

Refer to Construction Regulation 8(7), (8), (9) and (10).

The Contractor shall appoint a **construction superintendent** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

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

E7.4 Health and safety representatives

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

E7.5 Health and safety committee

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

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

E7.6 Competent persons

The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.

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

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

E8. RECORDS AND REGISTERS

The Contractor is bound to keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees and representatives of trade unions.

E9. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatary (employer) for the contract under consideration.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

E10. MEASUREMENT AND PAYMENT

It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the health and safety measures required in terms of the Act and Regulations during the construction process.

(a) Safety appointments

No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the Construction Manager, any assistant construction managers, the construction health and safety officer, the construction superintendent, any assistant construction superintendents, health and safety representatives, health and safety committee members and competent persons, all as referred to in subclauses E7.1 to E7.6 above. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons.

(b) Records and registers

The keeping of records and registers related to health and safety on site as described in clause E8 above shall be regarded as a normal duty of the Contractor for which payment shall be deemed to be included in the Contractor's various tendered rates and prices, and for which no separate additional payment will be made except to the extent provided in item B13.02 of the Schedule of Quantities.

(c) Medical certificates

No separate additional payment will be made to cover the costs related to obtaining the medical certificates of fitness required for every employee, including subcontractors and their employees, issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such medical certificates.

PART F: REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

F1. INTRODUCTION

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour intensive technologies to create job opportunities. This involves the use of plant and labour, where labour is preferred and plant is used appropriately.

As much as is economically feasible, all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods.

F1.1. Employment of Unskilled and Semi-Skilled Workers in Labour Intensive Works

Requirements for the sourcing and engagement of labour.

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

1.1.2. The rate of pay set for the EPWP is **R 23.19** per hour.

1.1.3. Tasks established by the contractor must be such that:

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

1.1.4. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

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

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

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

- a) 55 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

Note: The Contractor shall not be required to employ NYS youth workers in terms of this contract.

F1.2. Payment for the Labour-Intensive Component of the Works

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

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

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

F1.3. Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data

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

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

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

F1.4. Training of EPWP workers

All EPWP workers will be placed on an extensive training programme that will include:

- (a) an induction into EPWP;
- (b) life skills training;
- (c) technical training focusing on a vocational skill to be used on the project (e.g., painting, carpentry, etc.);
- (d) entrepreneurship and business skills training.

All training will be arranged by the EPWP programme manager, with whom the Contractor will be required to work closely to schedule the training sessions so that the timing of the training is aligned with the Contractor's work schedule and his demand for workers with specific skills. The EPWP programme manager will make full details of the training programme available to the Contractor.

The Contractor shall maintain comprehensive records of the training received by each EPWP worker throughout the course of the contract and shall submit to the Employer at each monthly site meeting a summary of the accumulated training received by each EPWP worker.

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with SABS 1200 standard specifications. The facility shall accommodate a class of up to 14 learners and shall comprise the following:

(a)	Lecture room (interior area)	=	24 m ²
(b)	Ablutions (male)	=	6 m ²
(c)	Ablutions (female)	=	6 m ²
(d)	Chairs for learners (individual chairs, with backs)	=	10 off
(e)	Desk area for 10 learners (500 mm width)	=	5 m ²
(f)	Chairs for trainers and management (individual chairs, with backs)	=	3 off
(g)	Table area for trainers and management	=	3 m ²
(h)	220/250 volt power points	=	4 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=	4 off
(j)	Single incandescent light fittings complete with 100 watt globes	=	4 off
(k)	Wash hand basins complete with taps and drains	=	2 off
(l)	Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	=	2 off

(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	2 off
(n)	Voltage stabilisers	=	2 off
(o)	Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells	=	2 off
(p)	White boards (3 m x 1,5 m)	=	1 off
(q)	Venetian blinds	=	6 m ²

F1.5. Contractor's obligations towards persons employed under the EPWP programme

All persons employed under the EPWP programme are to comply with the Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment act of 1997 by the Minister of Labour in Government Notice NR347 of 4 May 2012. This document notes that the sector rates for labour do not apply to employees under the EPWP programme. Over and above implementing in accordance with the Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment act of 1997 by the Minister of Labour in Government Notice NR347 of 4 May 2012, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP programme worker beneficiaries:

- (a) ensure that all beneficiaries receive induction on site safety prior to commencing with work on site;
- (b) ensure that all beneficiaries are covered by the Compensation for Occupational Injuries and Diseases Act, 1993 for as long as they are contracted to the Contractor, and to pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (c) implement health and safety procedures with respect to the beneficiaries, ensuring that the health and safety regulations are adhered to;
- (d) provide all beneficiaries with the necessary protective clothing and equipment as required by law for the specific trades in which the beneficiaries are involved, in addition to the overalls stipulated for EPWP workers;
- (e) assist in the assessment of beneficiaries with regards to their competencies in their respective trades;
- (f) provide overall supervision and day-to-day management of beneficiaries;
- (g) implement strict quality control to ensure that the work carried out by the beneficiaries is of the required standard, and, where necessary, to train and mentor the beneficiaries to assist them in achieving the standards required;
- (h) ensure that all beneficiaries are paid their wages on time through the pre-agreed payment method as stipulated in the beneficiary contract;
- (i) provide safe on-site storage facilities for tools and apparel issued to the beneficiaries.

F1.6. Apparel and tools for EPWP workers

The Contractor will provide each EPWP worker with two orange overalls with markings as specified in F5. EPWP BRANDING SPECIFICATION.

The Contractor shall also provide the EPWP workers with all such listed tools and apparel necessary for their on-site work, including appropriate safety apparel, as well as with safe storage facilities on site, the cost of which shall be refunded to the Contractor through the provisional sums included in the Schedule of Quantities for this purpose. The EPWP workers shall be responsible for the safe on-site storage of all tools and apparel issued to them, using the storage facilities provided on site by the Contractor.

Certain specified apparel and tools issued to the EPWP workers will become the property of the EPWP workers after the completion of their cycle of work on the project, in order to enable them to continue to practise their trade on future projects. Such apparel and tools shall be specified and authorised by the Employer's Agent.

F2. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goals of creating EPWP job opportunities, the Contractor must provide the following information for reporting purposes:

F2.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting. The data that is required to be kept and maintained for each project includes:

F2.1.1 Participant data

A participant list must be maintained for every project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor on a weekly basis, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book, certified in the calendar year, address and contact number.
- (b) Participant profiles – nationality, gender, age, education level, language(s), government grant and disability status.
- (c) Monthly work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked. Participants cannot work more than 23 days in any given month.

F2.1.2 Project work data

This generally seeks to confirm the number of people at work daily on the project. The following data must be recorded and maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The documentation that should be kept includes:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.
- (c) Training register for each training course undertaken. This includes both formal and informal training such as induction, toolbox talks and on-the-job training. The training register must detail:

- Training course
- The accreditation of the course (accredited or non-accredited)
- Training provider
- ID number of participant trained
- Name and Surname of participant trained
- Gender of participant trained
- Signature of participant
- Duration of training

F2.1.3 Project payment data

This generally seeks to confirm what was paid, for how much work and to whom. It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid.

Alternatively,

(b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

F2.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting the data necessary to enable the Employer to calculate the following employment output data:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalents (FTEs) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).

The above information is to be compiled and submitted to the Employer by the 2nd of each month in addition to a completed latest revision of the EPWP reporting tool received from the Employer.

F3. PROVISION OF TRAINING

This specification covers the requirements for the provision of training to be arranged by the contractor over the period of this contract.

F3.1. Generic Training

3.1.1. The contractor shall, from the commencement of the contract, implement a structured progressive training programme for local workers who meet the minimum criteria for the training courses.

3.1.2. The generic training will inter alia comprise, but not be limited to the following subjects:

Course Description	Estimated No. of Trainees	Estimated Duration (Days)
1. Road safety for construction workers		
2. Flagmen		
3. Concrete handling, placing and finishing		
4. Guardrails		
5. Bituminous road surfacing		

3.1.3. Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

3.1.4. The tenderer shall provide with his tender full details of the structured training programme he intends to implement; which details shall include the following:

- (a) The name of the training institution and programme;
- (b) The manner in which the training is to be delivered; and
- (c) The numbers and details of the trainers.

Such details shall be entered on or attached to Returnable Schedule P included herein.

3.1.5. The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power;
- (b) All necessary stationery consumables and study material;
- (c) Transport of the students (as necessary);
- (d) Payment of wage to all trainees during the classroom training at a rate equal to the minimum wage as set in the Ministerial Determination for the Expanded Public Works Programme on an annual basis;
- (e) Relevant PPE required for the project works; and
- (f) Additional supervision of learners during the practical learning stages of the works. Wage for the learners during this stage of the training will be paid through the outputs.

3.1.6. Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.

3.1.7. The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

3.1.8. The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Section C4.7 of this document.

F4. PERSONAL & OTHER PROTECTIVE EQUIPMENT (SECTIONS 8/15/23 OR THE OHS ACT)

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her except under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where it is proven that the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any Rehabilitation projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

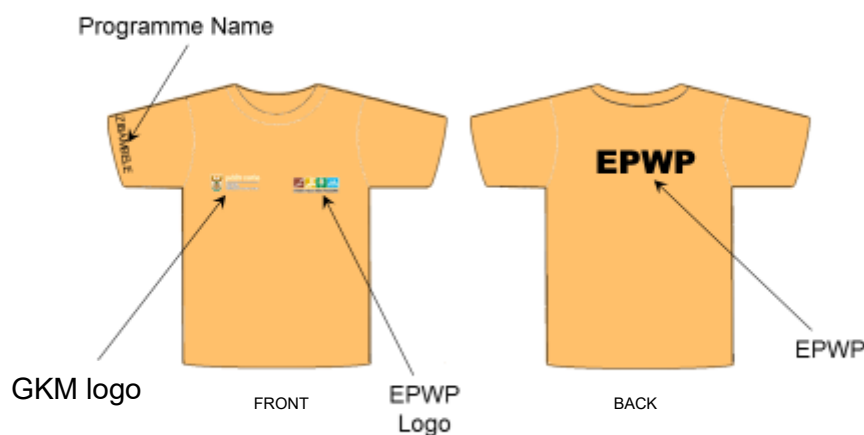
All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls
- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

F5. EPWP BRANDING SPECIFICATION

EPWP Branding



Printing on PPE: PPE (Overalls) shall be orange with/without reflective tape and shall be branded as follows:

- EPWP logo (printed or embroidered) on the left front pocket location i.e. over the heart position (full colour).
- GKM's Logo on the right front pocket (printed or embroidered) location (full colour).
- The height of the departmental logo (including text) shall not exceed the height of the EPWP logo (including text).
- The letters EPWP on the back of the PPE in BLACK.
- The program name eg Vuk'uphile is to be printed on the left sleeve of short sleeved apparel and may not have to be placed on long sleeved apparel.

- Where required orange safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the works never allow for labour to work without high visibility vests.
- All artwork, PPE samples and Construction Sign Board design shall be approved and signed off by the consultant prior to printing/embroidering.

F6. MEASUREMENT AND PAYMENT

The following payment items shall be used to effect the payments for EPWP.

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

F6.01	Payments associated with the EPWP programme:
--------------	---

- | | | |
|-----|--|----------|
| (a) | COIDA payments to the Compensation Commissioner for EPWP workers | Prov Sum |
| (b) | Provision for specified EPWP branding on PPE for EPWP workers | Prov Sum |
| (c) | Additional supervision during practical training | L/Sum |

The provisional sums provided under subitems F6.01(a) and (b) shall be expended in accordance with Clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under subitem F6.01(a) shall be used to cover the cost of the COIDA payments made by the Contractor to the Compensation Commissioner for EPWP workers, all as authorised by the Employer's Agent.

No payment shall be made for time spent during any other on-site liaison, telephonic liaison, e-mail or written correspondence liaison between these parties, or for liaison conducted with the training service provider by any other member of the Contractor's site staff or head office personnel, the cost of all of which shall be deemed to be included in the Contractor's time-related obligations under subitem B13.01(c).

The provisional sum under subitem F6.01(b) shall be used to cover all costs associated with the provision of the necessary EPWP branded PPE including safety apparel for the EPWP workers as determined in the risk assessments and as required for full duration of the contract. See F5. EPWP BRANDING SPECIFICATION.

The lump sum tendered under subitem F6.01(c) shall include full compensation for the provision of additional supervisory staff to manage the output generated from the learners during practical training.

The Contractor shall note that no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP employees, for planning, organising, directing, controlling and administering their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the other rates tendered for the various items of work scheduled throughout the Schedule of Quantities.

F6.02 Provision for training of EPWP workers:

- | | | |
|-----|---|-------|
| (a) | Generic skills training | L/Sum |
| (b) | Handling costs and profit in respect of subitem F6.02(a) above | % |
| (c) | Training venue facility (only if required) | L/Sum |
| (d) | Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site | L/Sum |

The lump sum under subitem F6.02(a) are provided to cover the actual costs of the training (including wages, COIDA, UIF, tools and branded PPE) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The wages paid during the classroom training must be the minimum EPWP wage rate.

The tendered percentage under subitem F6.02(b) is a percentage of the amount actually spent under subitem F6.02(a) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for under subitem F6.02(c) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two instalments as follows:

(i) The first instalment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.

(ii) The second and final instalment, 25% of the lump sum, will be paid after the provision of all the accredited training as specified in the document.

The lump sum tendered under subitem F6.02(d) shall include full compensation for the provision of transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site.

EXPANDED PUBLIC WORKS PROGRAMME

EMPLOYEE CONTRACT

1. THE PARTIES

This agreement is made between

The Employer.....

Represented by.....and

The Employee

Employee Identity Number:

Gender: Male or Female Age:

1.1. *This contract must be read in conjunction with the Basic Conditions of Employment as well as the Ministerial Determination 4: Expanded Public Works Programme.*

1.2. *The Employer hereby appoints the Employee to work on the project:*

EPWP Project No:

Project Name:

1.3. *The Employee is appointed as a: and will be paid by the Employer: R_____ for every day task properly completed to the satisfaction of the Employer.*

1.4. *The Employee shall be paid by _____ for day tasks completed properly between _____ and _____.*

2. OBLIGATIONS OF EMPLOYEE

2.1. The Employee is required to carry out the work assigned by the Employer/his representative carefully, properly and within the required time for the tasks assigned, and will only be paid for completed day tasks and not on a daily wage;

2.2. The Employee is required to abide by the decisions of the Employer at all time; and

2.3. Notwithstanding the date of signature of this contract the employment relationship is deemed to have commenced on _____ and shall continue until the completion of this contract _____ OR OTHERWISE STATED.

3. POOR WORKMANSHIP

3.1. Should the quality of the work produced by the Employee be considered to be poor by the Employer/representative, then the Employer will not pay the Employee for the work done until the Employee has completed the work to his/her satisfaction.

4. OBLIGATIONS OF THE EMPLOYER

4.1. The Employer shall pay the Employee for all work assigned to the Employee which is completed satisfactorily and shall provide the Employee with the necessary tools, materials and training for the Employee to carry out the assigned work.

5. TERMINATION OF CONTRACT

5.1. The employer may terminate the employment of an Employee for good cause after following a fair procedure.

5.2. The Employer may terminate this agreement at its sole discretion in the following circumstances:

- a) If funding for the project is stopped for whatever reason;
- b) If the Employee continues to provide poor workmanship after being issued on warning in writing to rectify poor workmanship;
- c) If the Employee refuses to carry out the work assigned by the Employer/representative;
- d) If the Employee is drunk or disorderly or troublesome at work on the project;
- e) If the Employee is found to have stolen tools or materials from the project;
- f) If the Employee is absent from work without permission or good reason for more than three successive days.
- g) If an Employee does not attend required training events, without good reason.

5.3. A worker will not receive severance pay upon termination.

6. SETTLING OF DISPUTES

- 6.1. Any dispute or claim arising out of this agreement, which cannot be settled between the parties, shall be referred, without legal representation, to the Project Programme Manager for resolution. The Project Programme Manager shall investigate the dispute and shall decide fairly on the matter. The parties shall comply with the decision of the Programme Manager with respect to settlement of the dispute. Should either party fail to comply with the decision of the Programme Manager, the Programme Manager may take whatever measures he/she considers necessary to enforce compliance, including inter alia withholding further funding to the project until such time as compliance has occurred.

7. MEAL BREAKS

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

8. DAILY REST PERIOD

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

9. WEEKLY REST PERIOD

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

10. KEEPING RECORDS

- 10.1. The Employee must provide to the Employer the following:
- 10.1.1. Certified copy of ID
 - 10.1.2. Signed contract
 - 10.1.3. Standard ID picture
 - 10.1.4. Banking details corresponding to the details on the ID document

11. PAYMENT

- 11.1. Wages paid to the Employee will be deposited into the Employee's bank account. Cash payments will not be made.
- 11.2. The Employee will only be paid for tasks that have been completed.
- 11.3. The Employee will be paid within five weeks of the work being completed and the work having been approved by the manager.
- 11.4. An Employee will be entitled to payment only if he/she completes the assigned task to the satisfaction of the employer's site representative.
- 11.5. Employees given due notice of inclement weather will not be paid.
- 11.6. Employees will be paid if inclement weather forces work to stop while on site.
- 11.7. The Employee will be provided with the following information in writing –
- 11.7.1. The period for which payment is made;
 - 11.7.2. The numbers of tasks completed or hours worked;
 - 11.7.3. The Employee's earnings;
 - 11.7.4. Any money deducted from the payment;
 - 11.7.5. The actual amount paid to the Employee.

- 11.8. The quantity of task rate will vary from depending on the type of activity to be performed. The Employee will be informed at the beginning of each task or group of tasks how much to be completed as a daily task work (individual or group of tasks).
- 11.9. If an Employee's employment is terminated, the employer must pay all monies owing to that Employee within one month of the termination of employment.

12. TRAINING

- 12.1. The Employee will be provided with training relevant to the work that will be undertaken by the Employee. The Employee commits to:
 - 12.1.1. Provide the training provider with true and accurate information
 - 12.1.2. Attend all training sessions provided
 - 12.1.3. Behave in a manner conducive to training and in consideration of other learners
 - 12.1.4. Maintain learning materials and equipment issued
 - 12.1.5. Follow instructions issued by the training service provider
 - 12.1.6. Follow disciplinary procedures of the Employer and the training provider
- 12.2. The Employee will be paid R 83.59 per day of classroom training.
- 12.3. The Employee will be paid R 100.00 per day of practical training.

13. DEDUCTIONS

- 13.1. An employer may not deduct money from an employee's payment unless the deduction is required in terms of a law.
- 13.2. An employer must deduct and pay to the SA Revenue Services any income tax that the Employee is required to pay.
- 13.3. An employer who deducts money from an Employee'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.
- 13.4. An employer may not require or allow an Employee to
 - 13.4.1. Repay any payment except an overpayment previously made by the employer by mistake;
 - 13.4.2. State that the Employee received a greater amount of money than the employer actually paid to the Employee; or
 - 13.4.3. Pay the employer any other person for having been employed.

14. HEALTH AND SAFETY

- 14.1. The employer will take all reasonable steps to ensure that the working environment is healthy and safe.
- 14.2. An Employee must:
 - 14.2.1. Work in a way that does not endanger his/her health and safety or that of any other person;
 - 14.2.2. Obey any health and safety instruction;
 - 14.2.3. Obey all health and safety rules of the EPWP;
 - 14.2.4. Use any personal protective equipment or clothing issued by the employer;
 - 14.2.5. Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

15. COMPENSATION FOR INJURIES AND DISEASES

- 15.1. It is the responsibility of the employer to arrange for all persons employed on EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 pf 1993.
- 15.2. An Employee must report any work-related injury or occupational disease to the employer or designated representative.
- 15.3. The employer must report the accident or disease to the Compensation Commissioner.
- 15.4. The employer will pay an Employee who is unable to work because of any 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.

16. CERTIFICATE OF SERVICE

- 16.1. On termination of employment, an Employee is entitled to a certificate stating:
 - 16.1.1. The Employee's full name;

- 16.1.2. The name and address of the employer;
- 16.1.3. The EPWP on which the Employee worked;
- 16.1.4. The work performed by the Employee;
- 16.1.5. Any training received by the Employee as part of the EPWP;
- 16.1.6. Any other information agreed on by the employer and Employee.

In addition to the above conditions all the terms and conditions of employment on EPWP and the Basic Conditions of Employment apply to your employment as well. If you are found in breach of any of these terms your contract may be terminated.

17. SIGNATURES

Signed on this day of

Employer: Date:

Employee: Date:

Witness: Date:

Annexure A: Form - Participant Details

Participant details must be filled out and attached to contract with certified copy of ID
This form must be used to complete the latest EPWP reporting template obtained from the Employer.

Field	Response																																							
First Name on certified ID document																																								
Initials on certified ID document																																								
Surname on certified ID document																																								
ID number on certified ID document																																								
Date Of Birth on certified ID document																																								
Gender (Mark with X)	M ☐ F ☐																																							
Disability (Mark with X)	Y ☐ N ☐																																							
Highest level of education	<table border="1"> <thead> <tr> <th>Code</th><th>Education Levels</th><th>Mark with X</th></tr> </thead> <tbody> <tr><td>1</td><td>Unknown</td><td></td></tr> <tr><td>2</td><td>No Schooling</td><td></td></tr> <tr><td>3</td><td>Grade 1-3 (Sub A Std 1)</td><td></td></tr> <tr><td>4</td><td>Grade 4 (Std 2) Abet 1</td><td></td></tr> <tr><td>5</td><td>Grade 5-6 (Std 3-4) Abet 2</td><td></td></tr> <tr><td>6</td><td>Grade 7-8(Std) 5-6 Abet 3</td><td></td></tr> <tr><td>7</td><td>Grade 9 Abet 4</td><td></td></tr> <tr><td>8</td><td>Grade 10-11 (Std 8-9)</td><td></td></tr> <tr><td>9</td><td>Grade 12 (Std 12)</td><td></td></tr> <tr><td>10</td><td>Post Matric</td><td></td></tr> </tbody> </table>	Code	Education Levels	Mark with X	1	Unknown		2	No Schooling		3	Grade 1-3 (Sub A Std 1)		4	Grade 4 (Std 2) Abet 1		5	Grade 5-6 (Std 3-4) Abet 2		6	Grade 7-8(Std) 5-6 Abet 3		7	Grade 9 Abet 4		8	Grade 10-11 (Std 8-9)		9	Grade 12 (Std 12)		10	Post Matric							
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The contractor must note the target local labour area and provide preference to participants in close proximity to the project		
Nationality	RSA	Non-RSA
If non-RSA, provide details		
Work Permit number		
Country of origin		
Number of people in Household		
Number of Dependents in Household		
Number of Children attending school		

PART G: SMALL CONTRACTOR DEVELOPMENT

G1001 SCOPE

This section covers construction aspects relating to the processes by which the construction industry develops emerging small contractors.

In terms of this contract, the Contractor shall effect such development by subcontracting portions of the Works to Targeted Enterprises (as defined in clause G1002(a) below) such that the combined accumulated monetary value of the work undertaken and achieved by such Targeted Enterprises equals or exceeds the monetary value of the target set by the Employer for such work.

G1002 DEFINITIONS AND APPLICABLE LEGISLATION

(a) Definitions

Unless inconsistent with the context, in these specifications the following terms, words or expressions shall have the meanings hereby assigned to them:

Contract Participation

Contract Participation in terms of this contract is a process by which the Employer implements Government's objectives by setting a target relating to small contractor development which the Contractor shall achieve as a minimum.

Contract Participation Goal (CPG)

Contract Participation Goal is the monetary value of the target set by the Employer in the Contract Participation process.

Contract Participation Performance (CPP)

Contract Participation Performance is the measure of the Contractor's progress in achieving the CPG.

Project Management Team (PMT)

A team established at the commencement of the contract, comprising a representative from each of the Employer, the Employer's Agent and the Contractor, that will be responsible for various functions related to the implementation of the Contract Participation process.

Targeted Enterprise

A Targeted Enterprise is any company engaged by the Contractor as a subcontractor and which is registered with the Construction Industry Development Board (CIDB) in a contractor grading designation equal to 1CE or 2CE or 3CE and which is also registered by the CIDB as Potentially Emerging (PE).

The CPG scope in terms of Part G of this contract has been reserved for execution using only the following prescribed numbers of Targeted Enterprises registered with the CIDB in each of the contractor grading designations indicated:

- Grade 1CE PE (2 x Targeted Enterprise subcontractors prescribed)
- Grade 2CE PE (2 x Targeted Enterprise subcontractors prescribed)
- Grade 3CE PE (1 x Targeted Enterprise subcontractors prescribed)

Targeted Labour

Targeted Labour means individuals, employed by the Contractor and subcontractors in the performance of the contract, who permanently reside in the target area or who are recognised as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area, and excludes any labour employed by suppliers and manufacturers.

Youth means persons between the ages of 18 and 35.

(b) Applicable Legislation

The following Acts, as amended from time to time, are predominant amongst those which apply to the construction industry and are listed here for reference purposes only:

- The Constitution of South Africa;
- Public Finance Management Act No. 1 of 1999;
- Preferential Procurement Policy Framework Act No. 5 of 2000;
- Construction Industry Development Board Act No. 38 of 2000;
- Broad-Based Black Economic Empowerment Act No. 53 of 2003.

G1003 CONTRACT PARTICIPATION

(a) Objective

In order for the Employer to realise its social and development objectives, the Contractor is required to provide business and labour opportunities through the participation of Targeted Enterprises and Labour in the construction of the Works. The participation of Targeted Enterprises and Labour, measured in monetary terms, is specified by the Employer as a contract participation goal, for the Contractor to achieve.

(b) Contract Participation Targets

Contract participation is the process by which the Employer Implements Government's objectives. The Employer sets a target for construction by specified entities, the rand value of which is based on the services and work undertaken by the specified entities. The target rand value will be measured as that specified target percentage of the Contractor's final certified value of work completed (excluding CPA and VAT) measured at the date of issue of the Certificate of Completion. The Contractor is obliged to commit to or exceed the target stated in section C1.2.2 Contract Data, Part A: Data Provided by the Employer.

(c) Contract Participation Goal (CPG)

The CPG is the monetary value of the target set by the Employer and will be calculated as follows:

$$\text{CPG} = \text{final contract value (excluding Contingencies, CPA and VAT)} \times (\text{target \% set by the Employer for Targeted Enterprises})$$

The final contract value is the total value of certified work measured at the date of issue of the Certificate of Completion.

The value of the Provisional Sums scheduled under item G10.02 of Part G of the schedule of quantities shall not necessarily make up the full value of the works required to meet the CPG target set by the Employer. It is the Contractor's responsibility to assess the work required to meet the CPG target and, if necessary, to engage Targeted Enterprises to execute work on the main contract as well to ensure that the CPG target is achieved.

(d) Contract Participation Performance (CPP)

The CPP is the monetary value of the Contractor's actual progress towards achievement of the CPG calculated as follows:

$$\text{CPP} = \text{total value (excluding CPA and VAT) of contribution by Targeted Enterprises}$$

The Contractor's Contract Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the CPG. The basis of monitoring shall be the levels of the individual contributions for Targeted Enterprises. Monthly returns, in a format approved by the Employer, are required from the Contractor and shall be submitted with each interim payment certificate. Failure to adhere to this requirement shall result in the delay of any payment due until the Employer's Agent confirms that the information has been received.

To assist in the measurement of CPP, the Contractor shall include in his contract programme details of how he will achieve the CPG. This shall include CPG achievement details for both the specific work indicated for CPG in terms of this contract for completion by Targeted Enterprises as well as details for any other work that the Contractor may use towards achieving the CPG. The detail shall be provided not later than one

month after the Employer's Agent has accepted the original construction programme and shall be updated with every subsequent revision of the programme.

In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal (CPG) is due to quantitative under runs, the elimination of items contracted to Targeted Enterprises, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a penalty as prescribed in clause SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract. The penalty shall be calculated as follows:

Penalty = 5% of the monetary value by which the achieved monetary value (CPP) falls short of the target monetary value (CPG)

= 5% of (CPG – CPP)

The penalty shall be applied on a pro rata basis according to a monthly evaluation of achievements against the programmed utilisation.

(e) Accredited Registration

CPP for Targeted Enterprises shall only be accepted if the respective Targeted Enterprises for which services or work is being claimed as having been performed are registered with the CIDB in one of the defined categories. In addition, documentary evidence that such Targeted Enterprises are registered with the South African Revenue Services (SARS) shall be lodged with the Employer's Agent before the work or service may be considered as having been performed by a Targeted Enterprise. The responsibility for producing evidence of such registration documentation shall rest with the Contractor.

(f) Record keeping and Portfolio of Evidence

The Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each Targeted Enterprise's progress during construction, starting from the award of a subcontract to a Targeted Enterprise until the successful completion of the subcontract work or termination of the subcontract.

The Contractor shall keep comprehensive records of the training given to each trainee and, at the successful completion of each training course, each trainee shall be issued with a certificate indicating the course content as proof of attendance and completion. The Contractor shall keep a register of certificates issued. Whenever required, the Contractor shall provide copies of such records to the Employer's Agent.

The Contractor is also required to develop and/or maintain a portfolio of evidence for each Targeted Enterprise as described in clause G1009.8 below.

The Contractor shall prepare and submit monthly to the Employer's Agent in a form approved by the Employer's Agent, the following:

- i). a brief report which describes the commercially useful functions performed by the Targeted Enterprises and Labour in the performance of the contract, both during the interim period and on a cumulative basis;
- ii). a schedule reflecting the estimated total value of the contracts, the cumulative value of the contracts, and the value of goods provided, and work and services performed over the period for which payment is claimed with respect to each and every Targeted Enterprise; and
- iii). a schedule which lists the names, identity numbers, gender, trade/occupation, period of employment, employment number and the like, as directed by the Employer's Agent, together with the respective wage rates payable in respect of Targeted Labour, including the monetary value of wages paid both on a cumulative basis and over the period for which payment is claimed.

Should random inspections conducted by the Employer's Agent on Targeted Enterprise and Labour activities indicate that such Targeted Enterprises and Labour are not performing in accordance with the requirements of the contract, the Contractor shall provide, in addition to the monthly reporting requirements, separate weekly resource returns and any other relevant information with respect to such Targeted Enterprises and Labour in a form approved by the Employer's Agent.

G1004 TENDER PROCESS FOR TARGETED ENTERPRISE SUBCONTRACTOR PROCUREMENT

The Contractor shall refer to the schedule of quantities contained in these Particular Specifications and to any other construction activities required to execute the Works in terms of this contract to determine how he intends to unbundle or package specific subcontracts for Targeted Enterprises and shall present his proposal to the PMT for approval.

The Contractor shall be responsible for compiling the tender documents that will enable him to engage the Targeted Enterprises.

In compiling the subcontract tender documents, the Contractor shall also include in each tender document any Tender Rules that may be relevant, and shall also include the proposed subcontract agreement. The Contractor shall compile each subcontract tender document in such a manner that it shall facilitate the achievement of all objectives and principles pertaining to the development of the Targeted Enterprises.

Draft tender documents shall be approved by the PMT before the Contractor invites tenders from Targeted Enterprises, who will be invited in consultation with the PMT and the local PLC.

The PMT shall conduct a compulsory briefing session to explain the Works required and the tender process to the Targeted Enterprises.

Tenders for the subcontracted works must close at a stipulated time and date. Tenders shall be placed in a suitable formal Tender Box of design approved by the PMT, located at the Contractor's site office. The tender opening shall be conducted by the PMT.

The Contractor shall evaluate the tenders and shall submit the tender adjudication report for each subcontract to the PMT for review prior to award of each subcontract.

It shall be a condition of tender that the subcontractors appointed as Targeted Enterprises are registered with the Construction Industry Development Board (CIDB) in a contractor grading designation equal to 1CE or 2CE or 3CE or 4CE or 5CE or 6CE and are also registered by the CIDB as Potentially Emerging (PE).

It shall also be a condition of tender that Targeted Enterprises shall include in their tender submission the following documentation:

1. Valid letter of good standing from the Department of Labour.
2. A tax compliance status report.
3. A BEE verification certificate
4. Bank account details certified by the bank.
5. Certificate of registration of the tenderer in the required CIDB contractor grading designation, confirming the tenderer's registration Status as "Active" at the closing date of tender.

The tender documents shall also contain the proposed subcontract agreement, which shall also include for:

- (a) An entitlement of the subcontractor to receive such training as is contemplated in this contract.
- (b) An obligation on the Targeted Enterprise to participate and co-operate in such training as is provided for in this contract.
- (c) The allowable sources from which workers may be drawn in terms of the contract.
- (d) The terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract.
- (e) The training to be provided to the temporary workforce.
- (f) The terms and conditions relating to payment of the Targeted Enterprise subcontractor.

G1005 PROJECT MANAGEMENT TEAM (PMT)

(a) Appointment

A Project Management Team (PMT) is to be set up comprising a representative from each of the Employer, the Employer's Agent and the Contractor.

(b) Duties and functions of the PMT

The duties and functions of the PMT are as follows:

- (i) determine the scope and extent of the works to be included in any particular subcontract;
- (ii) determine the target tender price according to the scope of work, and adjust the target rates where relevant;
- (iii) monitor the management of the tender process for the subcontracts to be executed by the Targeted Enterprises;
- (iv) adjudicate and approve tenders for Targeted Enterprise subcontracts;
- (v) monitor the management of the subcontracts involving Targeted Enterprises;
- (vi) monitor the training, mentoring and development of Targeted Enterprises.

G1006 general responsibilities of the contractor towards TARGETED ENTERPRISE SUBCONTRACTORS

(a) Obligations

The Contractor shall ensure that he complies with the following obligations:

- (i) institute a quality assurance system;
- (ii) provide adequate training, coaching, guidance, mentoring and assistance to Targeted Enterprises;
- (iii) provide financial support and other assistance to ensure that the Targeted Enterprises are able to meet their obligations and commitments with respect to their subcontracts, including acquisition of labour, equipment and materials; and
- (iv) ensure that the contract participation goals and objectives are achieved.

G1007 management of targeted enterprise subcontracts

The Contractor shall conclude the subcontract agreements, and provide the necessary management support to the Targeted Enterprise subcontractors. Failure by the subcontractor to comply with the terms and conditions of the subcontract agreement shall result in penalties being applied or the subcontract terminated.

G1007.1 Compilation of Subcontract conclusion agreement

(a) The Contractor in liaison with the PMT shall be responsible for the conclusion of each subcontract agreement. The agreement shall be in accordance with the provisions of subclause 4.4 of the General Conditions of Contract for Construction Works 3rd Edition 2015 and shall be consistent with the terms and conditions in this contract. The agreement shall be subject to approval by the Project Management Team.

(b) The terms and conditions of the subcontract agreement shall also specify the following:

- (i) an entitlement of the subcontractor to receive such training as is contemplated in this contract;
- (ii) an obligation on the Targeted Enterprise to participate and co-operate in such training as is provided for in this contract;
- (iii) the allowable sources from which workers may be drawn in terms of the contract;
- (iv) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract;
- (v) the training to be provided to the temporary workforce; and
- (vi) the terms and conditions relating to payment of the Targeted Enterprise subcontractor.

G1007.2 Quality of work and performance of the subcontractor

(a) The Contractor shall closely monitor and supervise all Targeted Enterprises and shall train, mentor, guide and assist each Targeted Enterprise in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning of the works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. The extent and level of such training, mentoring, guidance and assistance to be provided by the Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the Targeted Enterprise to achieve the successful execution and completion of their subcontract.

(b) The Contractor shall closely monitor and supervise all Targeted Enterprises and shall give reasonable warning to the Targeted Enterprise when any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the Targeted Enterprise reasonable opportunity to make good any such contravention, or to avoid such contravention, and shall render all reasonable assistance to the Targeted Enterprise in this regard.

G1007.3 Dispute avoidance and resolution procedures

(a) When taking any disciplinary action or imposing a penalty as provided for in the subcontract, the Contractor shall explain fully to the Targeted Enterprise that such actions are provided for in the subcontract. If such action is contemplated this shall be discussed with the PMT before any action is taken.

(b) If the subcontractor, in the opinion of the Employer's Agent, fails to comply with any of the criteria listed below, the Employer's Agent shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer. The criteria are as follows:

- (i) acceptable standard of work as set out in the specifications;
- (ii) progress in accordance with the time constraints in the subcontractor's tender document;
- (iii) punctual and full payment of the workforce and suppliers;
- (iv) site safety; and
- (v) accommodation of traffic.

(c) The subcontractor shall have 21 days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Employer's Agent, with the exception of the above subclauses (b)(iv) and (v) for which the reaction time shall be in accordance with the relevant specifications for those aspects of the Works but shall not be longer than 24 hours. Failure by the subcontractor to comply with deadline set, will be sufficient grounds for the Contractor to apply a penalty, or terminate the subcontract provided that the PMT is satisfied that the Contractor has made every effort to correct the performance of the subcontractor.

(d) The Targeted Enterprise shall have the right to dispute any ruling given or deemed to have been given by the Contractor, Employer's Agent or Employer. Provided that, unless the Targeted Enterprise shall, within 21 days after his receipt of a ruling or after a ruling shall have been deemed to have been given, give written notice (hereinafter referred to as a Dispute Notice) to the Contractor, referring to this clause, disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said notice.

G1008 specific work to be carried out by targeted enterprise subcontractors

For this particular contract, the following listed work has been identified in terms of this Particular Specification, Part G, as suitable for execution by Targeted Enterprises in order to assist the Contractor in achieving his CPG:

1. Construction and clearing of drains.
2. Installation of prefabricated culverts including inlet and outlet structures.
3. Concrete channelling and concrete linings for open drains.
4. Pitching, stonework and protection against erosion.
5. Construction of gabions.
6. Erection of road signs.
7. Road Marking
8. Landscaping.
9. Other work identified by the Employer to be executed in the community area.

The work to be carried out by Targeted Enterprises is not limited to the work listed above, and the Contractor may need to engage Targeted Enterprises on other aspects of the main contract work in order to achieve his CPG.

G1009 Training, coaching, guidance and mentoring

G1009.1 Obligations

This section provides details of the Contractor's obligations of implementing the National Skills Development Strategy. This strategy sets priorities for the skills development of workers. The Sector Education and Training Authorities (SETA) and provincial offices of the Department of Labour will play key roles in transforming the vision of the strategy into reality.

Supervision is included as part of the contractor's general obligations for the administration and management of the Targeted Enterprises. However training, coaching, guidance and mentoring are not included as part of the Contractor's general obligations unless specific provision to that effect has been made in the project specifications.

The Contractor shall, from the commencement of the contract, provide a structured development programme designed to improve the entrepreneurial and basic business management skills of identified Targeted Enterprises and hired labour that show initiative, as well as to improve their specific task skills (engineering skills) commensurate with the applicable levels of subcontract that will enable the Targeted Enterprises to achieve the successful execution and completion of their subcontracts. The ultimate objective of training, coaching, guidance and mentoring is to develop the Targeted Enterprise subcontractors as far as their potential allows.

G1009.2 Definitions

(a) Training:

Training refers to the process of teaching a learner – usually in a classroom or simulated work environment situation. Training usually takes place with one teacher/trainer and several learners. Principles and theory are taught. Demonstrations are given. Assignments are then set to ensure that the learner is able to apply what has been taught. Training is done by a specialist in the subject, who is also qualified to train.

Example: Use of a dumpy level

Training would involve the theory of how a dumpy level works and how to calculate levels. A demonstration of how to set up and read a level could be given.

(b) Coaching:

Coaching refers to hands-on training and is mostly on a one-on-one basis of tangible and measurable skills. It is typically on-site training, or learning-on-the-job. Coaching is training by the process of “watch-do-correct-practice”. The coach does the task while the learner watches and asks questions. Then the learner does the same task while the coach watches. The learner is corrected until the coach feels that he has the gained competence in the function. The learner is then left to practise the task or skill, which the coach oversees. Coaching is imparting a skill – usually manual or physical. A coach is usually a person doing the same type of work on a higher or more competent level, or a person who has a mastery of the skill/task. While training gives the theory or shows/explains the principles, coaching helps the learner become competent and master a skill. A coach is often in the direct reporting line, i.e. someone in authority. Coaching could be part of the management function and would make the job run more smoothly.

Example: Use of a dumpy level

Coaching would involve taking the learner onto site, setting up a dumpy level, reading levels. Then the coach would get the learner to do the job, while the coach checked the setting up and reading. Once the learner understands and can do the tasks, the coach checks periodically to ensure the learner is still doing the job properly.

The desired outcome of coaching is for the learner to “fit-the-mould”, and to do things the same way and to the same standard as the coach.

(c) Guidance:

Guidance is anticipating where one might go wrong, or where one is doing a task in a complicated, inefficient or ineffective way, and giving advice as to how to achieve a better result. Guidance is mostly given by a person in the direct reporting line, but can be given by anyone. Guidance is not imparting skills, but suggesting ways to improve performance.

Example: Use of a dumpy level

A person who knows how to use a dumpy level would be given guidance as to where he would next set up the level to limit the number of set-ups. Guidance could be an extension of coaching.

(d) Mentoring:

Mentoring is developing a person on a long-term career path. It is mostly about imparting skills that are often intangible and non-measurable. A mentor is seldom anyone in the direct reporting line – although he could be a person several levels higher in that reporting line. Mentoring is more about developing a relationship and taking a personal interest in an individual. A mentor looks out for that individual and gives him advice that cannot be found in a book or in the normal course of business. The sort of issues a mentor discusses with the protégé include company politics, how to pick up work before others get wind of it, how to position one's company to get a better competitive advantage, how to tender such that the tender is lowest but the profit is as good as or better than the next person, how to determine and assess risk. Mentoring helps the protégé think strategically, sharpen entrepreneurial skills and grow – both personally and in terms of the company. A mentor helps the protégé to develop insight and shrewdness. It is more about business skills to survive long-term than the technical, tactical or day-to-day activities of doing business.

The desired outcome of mentoring is for the protégé to develop his own style, i.e., to shape his own “mould”.

(e) Supervision:

Supervision is instruction regarding the work to be performed, and ensuring it is carried out to specification and to the satisfaction of the supervisor. It is not instruction on how the work is to be performed, but rather on what work has to be performed, and usually has specific time frames.

G1009.3 Assessment of Targeted Enterprise potential

It is the responsibility of the Contractor to determine the level of development required by each Targeted Enterprise. This will require that the Contractor determine the level at which the Targeted Enterprise can operate competently and determine the skills already acquired by the Targeted Enterprise subcontractor in terms of training and on-the-job experience. In some circumstances Adult Basic Education Training (ABET) will need to be started before any formal training can commence. The assessment of each appointed Targeted Enterprise is to be produced by the Contractor for discussion at the first Project Management Team meeting following the appointment of the Targeted Enterprise.

G1009.4 Development Plan

Within a month of the first PMT meeting on the Targeted Enterprise assessments, the Contractor is to present a development plan, specific to each Targeted Enterprise. The development plan is to be reviewed by the PMT for appropriateness before being implemented.

The development plan is to include the following:

- specify the development needs of each Targeted Enterprise contracting entity – the systems the entity lacks;
- specify the development needs of the individuals comprising the entity – the skills the individuals within the entity lack;
- the level to which that activity will be developed within the period of the contract;
- whether training, coaching, guidance and/or mentoring is to be given in each activity;
- the person/s responsible for each activity.

G1009.5 Identification and general training of potential Targeted Enterprises

(a) The progression of training, coaching and mentorship may need to start with the identification and general training of potential Targeted Enterprises and hired labour that show initiative, and should end with their acquisition of sufficient management skills that will equip them to compete confidently for subcontract work beyond the duration of this contract. In addition, generic skills shall be taught where the need for these has been identified as being necessary amongst Targeted Enterprise workforces and hired labour.

(b) Before commencing with any structured training the Contractor shall submit his intended programme to the Project Management Team for approval of its subject content and proposed trainers, and the Contractor shall, if so instructed by the PMT, alter or amend the programme and/or course content. The Contractor shall be responsible for the provision of everything necessary for the delivery of the various training workshops and modules including:

- (i) Provision of a suitable fully serviced training venue facility as specified in this Part G;
- (ii) Procurement of suitable accredited trainers;
- (iii) Provision, in conjunction with the accredited trainers, of all the necessary training materials, including stationery and study materials; and
- (iv) transportation of the learners to and from the training venue facility (it is therefore in the Contractor's interest that the training venue facility be provided on the site in order to reduce these transportation costs).

Payment to the Contractor for carrying out the training function shall be effected through the pay items provided in this Part G.

G1009.7 Activities

The tasks for each of the activities making up the development plan are described below in further detail.

G1009.7.1 Technical

G1009.7.1(a) Technical Administrative Functions

General Tasks

(i) Understanding and interpreting drawings:

On Roadwork Construction Contracts, the reading of drawings is required at high levels of Targeted Enterprise development. The relevant drawings that would need to be understood include all relevant roadwork and concrete brick wall details for construction. Understanding and interpreting drawings includes the following:

- Understanding the cross referencing to drawings from the contract documents and the bill of quantities;
- Understanding the layout of the drawings;
- Understanding the plan view and elevations and cross sections;
- How to interpret, accurately lay out and construct the details.

(ii) Setting out construction works:

This skill requires an understanding of the function and use of instruments such as the dumpy level, the theodolite, and procedures such as stringing a line.

(iii) Technical know-how of all relevant Roadwork construction activities, and typically includes:

- Traffic control/safety precautions;
- Environmental management;
- Clearing and grubbing;
- Excavations and backfilling;
- Pre-cast and in-situ cast concrete works (including reinforcing where applicable);
- Storm water channelling and catch pits / chutes;
- Mass earthworks and pavement layers;
- Asphalt paving;
- Concrete block paving;
- Concrete brick laying;
- Plastering and bag washing;
- Guardrails;
- Fencing;
- Finishing up and tidying of works.

The development plans shall maximise the exposure of each Targeted Enterprise to as many activities as is practicable.

(iv) Task organisation:

This activity involves the correct supervision of labour and organisation of tasks to ensure that labour is utilised most effectively. This includes the following:

- Allocation of the appropriate number of people for the task;
- Availability on site of the correct type and amount of material and equipment at the point of use;
- Planning tasks ahead so that labour does not stand around waiting.

(v) Task prioritisation:

Task prioritisation must cover an understanding of critical paths, including identifying which tasks can be postponed and which are urgent. It includes planning and monitoring so that time targets are achieved. It must also cover gaining an understanding of the penalties applicable to late completion of tasks.

(vi) Work schedule:

This is the ability to produce daily work plans and will assist with task organisation. Daily work plans need to be developed into weekly and monthly work plans and vice versa. These plans assist in material ordering, plant scheduling, labour allocation, timeous completion of the work, and keeping track of profits/losses.

(vii) Effectiveness:

Effectiveness is ensuring that a job gets done right, or properly.

Effectiveness is doing the right things.

(viii) Efficiency:

Efficiency is ensuring that the job is done with the least effort and cost possible.

Efficiency is doing things right.

(ix) Quality control:

Quality control requires knowledge of specifications and tolerances and ensuring that the work adheres to these, as well as understanding the requirements of the Employer.

(x) Measuring work done for payment certificates:

This is the ability to measure actual work done and to translate these measurements into a payment certificate. Knowledge must be gained of how to calculate escalation, how to claim for VOs and how to handle other claims.

(xi) Site meetings:

Knowledge needs to be gained of the following:

- The importance of site meetings;
- Identifying the relevant personnel to attend site meetings;
- Preparing for a site meeting;
- Understanding progress reports including why they are important and how to prepare them;
- Recording issues discussed at the meeting;
- Implementing and follow through of issues recorded;
- Understanding the process of the meeting and when to bring up various concerns is needed.

(xii) Handling site instructions and VOs:

This is the ability to distinguish between site instructions and variation orders and how to respond to such instructions.

Materials Tasks

(xiii) Materials planning:

This includes the following:

- Determining the quantity of materials required for each task and planning ordering;
- Determine appropriate lead times to ensure that everything required to do a job is on hand;
- Quantity take-offs for pricing a bill at higher levels of development.

(xiv) Receiving, storing and handling materials:

Receiving includes checking materials delivered against the delivery note and the order placed. Storage involves knowing what quantities and type of materials to store, planning accessibility, and safety of materials from theft, the weather, etc. Handling of materials needs to be carried out to ensure no wastage or damage.

(xv) Waste control:

This includes the importance of waste control to reduce costs and the management of reducing waste of materials in storage and in use.

(xvi) The handling/installation of precast units:

Knowledge of precast units, handling and installation must be gained.

Equipment Tasks

(xvii) Machine Analysis:

This is the analysis of the use of equipment. It includes calculating fuel and hourly costs. This will enhance an understanding of the effective use of equipment, how to reduce costs and provide a background for pricing of equipment for tenders.

(xviii) Maintenance Schedule:

This covers the importance of maintenance of equipment and how to schedule this so that there is minimal disruption in day-to-day work.

(xix) Appropriate and correct use of tools and equipment:

Provide coaching on the correct use of tools and equipment.

(xx) Care of tools and equipment:

Care of tools and equipment includes the proper handling, cleaning, storage, stacking, etc.

The coaches of the above listed activities are generally the Foreman, Site Clerk, Mechanic, Construction Manager, Plant Manager or Contracts Manager.

G1009.7.1(b) Technical Management Functions

General Tasks

(i) Site set-up:

This involves gaining an understanding of site set-up procedures and principles, including establishing a site office and facilities, providing access to the site, initial layout of the works, storage facilities, security, etc.

(ii) Construction program / work plan:

Knowledge of how to develop a construction program / work plan, monitor and assess the production, and correct the programme where necessary.

(iii) Understanding tests:

Understanding what tests are required, reading and interpreting results relating to specifications and quality, and how to make the corrections required.

(iv) Productivity:

Recording productivity and understanding the principles. Knowing where to make corrections and how to implement solutions.

Material Tasks

(v) Materials schedule:

This involves gaining knowledge of how to develop a materials schedule from a Bill of Quantities, the Drawings and any other relevant contractual document. It also includes linking the works program to an ordering schedule, and sourcing of suitable materials.

Equipment

(vi) Determine appropriate levels of equipment:

The determination of the appropriate type and number of tools, and equipment required.

(vii) Proper use of equipment:

This is gaining knowledge, understanding and competency in the proper use of equipment.

(viii) Productivity of equipment:

The productivity of equipment must be understood to know how this affects his ability to perform.

(ix) Allocation of equipment:

This involves the ability to competently allocate equipment to the various tasks.

(x) Waste control:

Waste control is an essential aspect of running a site well and making a profit. The principles of this, together with the practical ways to control waste need to be understood.

The coach/mentor of these activities is generally the Construction Manager, Contracts Manager, or Equipment Supplier.

G1009.7.2 Financial

G1009.7.2(a) Financial Administrative Functions

(i) Basic Finance:

This includes knowledge of the definition and difference between debtors and creditors as well as gaining competency in basic bookkeeping. Knowledge of keeping and managing accounts and other financial documents also needs to be developed. A basic financial course may be appropriate to develop in this area.

(ii) Bank account:

The opening of a bank account, making deposits, the difference between stop-orders and debit-orders, overdraft facilities and generally managing a bank account needs to be understood. This can also be done through a course, and/or with a supportive bank manager, and/or with the appointed coach/mentor.

(iii) Orders and systems:

This will require the setting up of systems and procedures that will take into consideration delivery lead-times, non-availability of items, alternate sources, preparation of storage areas ready for delivery, and the area/volume of storage space.

(iv) Invoices:

The development of systems within the Targeted Enterprise entity that will check materials received versus what was ordered, check quantities delivered, and check actual prices paid against quotes/tender prices.

(v) Stock Control:

The importance of controlling stock needs to be understood. Systems to implement stock control need to be imparted.

(vi) Payroll:

This involves the establishment of a payroll system within the Targeted Enterprise entity. This could include developing an internal system, outsourcing the payroll or learning a commercially acquired payroll system. The system needs to record days worked, pay rate, legal deductions and a leave register.

(vii) Legal requirements:

The financial requirements of legal obligations of companies must be imparted to the Targeted Enterprise subcontractor. This includes payment of company tax, VAT (Value Added Tax), Skills Development Levy (SDL), Work Unemployment Insurance Fund (UIF), Workman's Compensation (WC), and any applicable municipal levies as well as the applicable minimum wages for the area (also refer below to G1009.7.5 Legislative).

(viii) Payment certificates:

This includes the compilation and submission of a payment certificate. As well as knowing how to determine work done to date, how to present it in terms of the Bill of Quantities, and how to claim for materials on site.

G1009.7.2(b) Financial Management Functions

(i) Claims and VO's:

The following types of claims may be applicable: Claims for additional work done, inclement weather, etc., claims for Variation Orders implemented. Understanding claims includes knowing when a claim can be submitted, the procedure and paperwork for the submission of a claim and which claims are worth pursuing.

(ii) Cash Flow:

The concept of cash flow, as well as the development of cash flow projections and the monitoring of the cash flow are vital aspects of running a business. Included under this topic is knowing how long it takes from placing an order for material until payment is due, and time lags between ordering materials and using the materials and receiving payment for work done. The concept of sufficient working capital also needs to be imparted.

(iii) Costing System:

Costing systems must be set up and understood. Aspects include capturing costs, monitoring profit, analysing costs and using this information to determine productivity levels.

(iv) Tendering:

A knowledge is required of how to build up rates, how to obtain prices, how to negotiate better discounts, how to be creative to achieve the desired result more cost effectively, how to calculate and accommodate P&Gs, and what Provisional Sums are and how they are handled.

(v) Budgeting:

The difference between tendering and budgeting must be understood as well as gaining skills on how to develop a budget. Knowledge of how to monitor actual expenses against budgeted expenses, how to analyse the differences, and the value budgeting is needed.

(vi) Risk assessment:

This involves learning how to assess the financial risks associated with the job in terms of his performance and profitability and the management of these risks. This becomes increasingly important as the Targeted Enterprise grows.

(vii) Insurance:

This includes an understanding of why insurance is required, how to obtain insurance, the benefits and costs, insurance providers and what can be claimed from different types of insurance. The different types of insurance to be included are Short term insurance, Public Liability and Contractors All Risk insurance.

(viii) Interest Rates:

Interest Rates can have a dramatic impact on the profit margins. Therefore an understanding must be gained of what interest rates are, how they impact on profit margins, how to cater for fluctuating interest rates in preparing a tender, and how to find and/or negotiate the best interest rates.

(ix) Bridging Finance:

This includes understanding what bridging finance is and the different forms of bridging finance. Guidance should be given on when bridging finance should be used, where it can be obtained, what securities are needed, and how to go about securing funds.

(x) Sureties:

This involves understanding what Sureties are, why and when they are needed, how they can be obtained, what they cost and how they can be redeemed.

(xi) Procurement of Plant and Equipment:

The difference between purchasing, leasing, hire purchase and hiring plant needs to be understood. Also included is gaining knowledge of all aspects of these options as well as the benefits and implications for the business for each option.

(xii) Procurement:

Procurement of materials includes sourcing suppliers, getting quotes, placing an order and negotiating discounts. The managing contractor can assist in introducing higher level Targeted Enterprises to the relevant materials suppliers.

(xiii) Subcontract:

At the lower levels, this will involve the Targeted Enterprise understanding the subcontract agreement between himself and the managing contractor and the obligations of this document. With a Targeted Enterprise operating at a higher level, this will include sourcing other subcontractors, as well as interpreting the tender/quote, adjudication and awarding of subcontracts.

(xiv) Productivity:

This includes taking production rates and translating them into financial terms to help build up rates for tendering and to monitor profit margins.

The coach and/or mentor for these functions are typically the Bookkeeper, Site Clerk, Foreman, Construction Manager, Contracts Manager, Accountant, Estimator and Buyer.

G1009.7.3 Human Resources

G1009.7.3.(a) Human Resource Administrative Functions

(i) Labour Supervision:

This involves the supervising of labour effectively. This includes knowing the level of competencies of labour, being able to motivate workers to ensure that productivity levels are achieved and maintained. It also includes the allocation of tasks to labour.

(ii) Team Sizes:

This is ensuring the size of the work team is appropriate for the matching activity and understanding that teams that are too large are unproductive and teams that are too small are not effective.

(iii) Productivity:

The principles of productivity and how it is best achieved for various tasks is to be understood and applied. It also involves being able to determine realistic productivity levels, such as square metres of grass cut with a machine per hour, length of guardrail installed per day, etc.

(iv) Time sheet:

A system of time sheets which accurately records the time each employee spends on the job needs to be in place.

(v) Leave Registers:

A system for recording leave needs to be in place, which includes the dates that leave was taken, what type of leave it was and whether the employee qualifies for paid or unpaid leave in terms of legislation.

(vi) Employee records:

This involves knowing and complying with legislation for conditions of employment. Employment contracts must be in place for all labour employed and a formal system of keeping employee records must be established. Employee records must be in line with legislation including recording of employee details and copies of identification documents, termination of service procedures, certificates of service etc.

(vii) Disciplinary procedure:

Knowledge of the legal aspects of Disciplinary procedures is essential. The ability to set up these procedures, and ensure that all staff understand and adhere to them is required. Warning systems must include records of verbal warnings, warning forms, disciplinary hearings, dispute resolutions and termination procedures.

(viii) Training:

This involves understanding the concept of the Skills Development Levy, and how to claim from CETA for training provided. Service Providers have CETA funded Skills Facilitators available to assist Targeted Enterprises in identifying training needs and compiling work place skills plans (WPSP) at no cost to the Targeted Enterprise. An understanding of the importance of providing training for staff with regards to AIDS awareness, Safety, Productivity, Development and Accountability is essential.

(ix) Community Liaison:

The management and importance of Community Liaison must be understood.

G1009.7.3(b) Human Resource Management Functions

(i) Labour recruitment:

Employment of labour with the appropriate skills is essential. Therefore sourcing of appropriate labour and knowledge of how to assess the range of skills and level of competency in potential employees needs to be gained.

(ii) Labour allocation:

Allocation of labour is a skill that needs continual refining. It requires knowing the specific strengths of staff employed, the numbers of labourers and level of skill required for specific tasks, as well as being able to build effective cohesive teams that understand their roles without continual supervision.

(iii) Labour schedules / planning:

This involves learning how to compile labour schedules from the works program and the consequent allocation of staff to the work planned.

(iv) Histogram / manpower plan:

A manpower plan includes establishing how many people are needed on the job at what times. This is an important skill even at the most elementary level. As the Targeted Enterprise develops, the management of moving people from site to site in such a way that there are neither too many nor too few labourers and/or supervision becomes an important skill to obtain.

(v) Management of supervision:

This activity involves understanding the principles of supervision, and how to effectively manage to ensure that these principles are applied and/or developed by the appointed supervisor.

(vi) Productivity:

Productivity applies to labour as well as tasks and plant. Skills must be developed on how to determine appropriate levels of labour productivity and how to ensure that staff achieves these levels.

(vii) Labour Law:

A basic understanding of labour legislation, specifically Labour Relations Act (LRA), and Basic Conditions of Employment Act (BCEA), Employment Contracts, and Termination of Service is essential as well as an understanding of the implications of these laws on business.

(viii) Accountability systems:

This requires that accountability systems are developed and implemented for supervisory staff.

Coaching, guidance and mentoring on the above listed functions are typically undertaken by the Foreman, Construction Manager, Site Clerk, HR Manager, Trainer and Contracts Manager.

G1009.7.4 Contractual

G1009.7.4(a) Contractual Administrative Functions

(i) Relationships and communication:

This involves the development and maintenance of good relationships and the establishment of good communication systems within the Targeted Enterprise business. This includes communication between the Targeted Enterprise and the other role players such as the Managing contractor, the Employer's Agent and the Employer. An understanding of the importance of good communication is also important. Good communication starts with the right attitude, and involves listening as well as talking. It is also listening to what is not being said. Allowances need to be made for differences in culture and economic backgrounds.

(ii) Setting up contractual administration requirement (systems):

Contractual administration systems need to be established and implemented. This includes the use and importance of site dairies and keeping rainfall/weather records, as well as developing progress reports.

(iii) Implementing EMP:

This activity involves understanding the design and implementation of an Environmental Management Plan.

G1009.7.4(b) Contractual Management Functions

(i) Contract Law:

Knowing and understanding the content and implications (including costs) of the Conditions of Contract and the Specifications that will be required. This will include understanding the content and implications of penalty clauses.

(ii) Risk Assessment:

This activity involves being able to assess the contractual risks associated with the contract both in terms of performance and in terms of the risks associated with the Employer.

(iii) Managing Contract Administration:

Managing Contract Administration ensures that all the required reports, such as accident reports and progress reports are completed and submitted.

(iv) Administration of subcontractors:

Identification and separation of the responsibilities of the managing contractor from the responsibilities of the subcontractors needs to be understood and applied. The management of subcontractors to ensure that contractual obligations are met is essential knowledge to be gained by higher level Targeted Enterprises.

(v) Subcontractor agreements:

Understanding the contents of the subcontract agreement between the Targeted Enterprise and the contractor is an important skill to be learnt.

(vi) Disputes:

This activity involves understanding the procedures used in handling disputes or disagreements with the Contractor and/or the Employer.

The Contracts Manager and Construction Manager would normally be involved in this function.

G1009.7.5 Legislative

G1009.7.5(a) Legislative Administrative Functions

(i) Legal Registrations:

The legal requirements for registration of companies must be imparted to the Targeted Enterprise subcontractor. This includes company tax, VAT (Value Added Tax), PAYE, Skills Development Levy (SDL), Unemployment Insurance Fund (UIF), Workman's' Compensation (WC), and any applicable municipal levies. An understanding of what each registration is, what benefits he gets from being registered, and how to register must be developed.

G1009.7.5(b) Legislative Management Functions

(i) Labour Law:

Knowledge of the labour legislation and the implications for the business is required. This includes Skills Development Levy (SDL), Work Place Skills Plans (WPSP), Unemployment Insurance Fund UIF, Workman's' Compensation (WC), Labour Relations Act (LRA), Basic Conditions of Employment Act (BCEA), and the applicable minimum wages for the area.

(ii) OHS Act:

All aspects of the OHS Act (dealing with safety and health) and the implications must be understood. A safety officer who has the appropriate level of understanding and knowledge must be appointed within each Targeted Enterprise.

(iii) Environmental Management Plan:

An environmental management plan needs to be submitted regarding how the environment will be managed for the duration of the contract, and what restoration will take place at the end of the contract. An understanding of the importance and content of this plan must be gained.

(iv) Adjudication/Arbitration:

This activity involves knowing what legal recourse is available when disputes/disagreements are not resolved. This knowledge must include the processes to be followed and where to go to implement proceedings.

These functions will generally require the input of the company lawyer, company accountant, HR manager, Health and Safety Specialist, and Environmental Specialist.

G1009.7.6 General

G1009.7.6(a) Administrative Functions

(i) Filing systems:

This activity includes establishing company filing systems that are efficient and effective. It also includes knowing the importance of filing, what must be filed and how it should be filed.

(ii) Office set-out:

Knowledge of the layout of the site office buildings position and the organisation of the offices and systems within the buildings is to be imparted.

(iii) Record keeping:

This activity involves developing knowledge of what records need to be kept and how best to keep them.

(vi) Good housekeeping:

Good housekeeping is about developing a work approach of keeping the site tidy, cleaning putting away tools and working in an orderly way. Developing good housekeeping assists a company in working efficiently and improving profit margins.

(v) Communications with staff:

The importance of good communication with staff needs to be understood as well as the effects of good relations with the staff in terms of loyalty and productivity. An understanding must also be gained that good communication enhances supervision and management of the work.

(vi) Communications on site:

This activity involves establishing communication systems between the site and the office and understanding that effective communication on site leads to good relations and contributes to the smooth running of the site.

The Construction Manager, site clerk and HR Manager will train/coach or mentor the above listed functions.

G1009.8 Portfolio of Evidence

The Contractor is to develop and/or maintain a portfolio of evidence for each Targeted Enterprise. The Portfolio of Evidence is a collection of proof of the training, coaching, guidance and mentoring inputs provided to the Targeted Enterprise and is similar to a log book used by technical students completing experiential training. It is a living document which records the development progress of the Targeted Enterprise and will need to be updated continually throughout the duration of the contract. It remains the property of the Targeted Enterprise and they take it with them to their next contract.

The Portfolio of Evidence should include the following documentation:

- The development path designed for each Targeted Enterprise;
- The training courses completed by the Targeted Enterprise;
- The hours of guiding, coaching and mentoring received for each activity listed in the development plan;
- A list of outcomes achieved at each level for each activity;
- Six-monthly progress reports on the development provided (inputs) versus the actual progress made (output) by the Targeted Enterprise;
- A list of competencies.

G1009.9 Training Requirements

Only qualified trainers employed by training agencies that are accredited by the relevant Sector Education and Training Authorities (SETA), or other institutions recognised by the Department of Labour shall deliver any training. "Accredited training" refers 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 labour and relevant Targeted Enterprises regarding attendance and participation. All training shall take place within normal working hours, or as agreed with the trainees.

G1009.10 Development training

The Contractor will arrange training to support the development of the Targeted Enterprise. This training must be provided by training providers accredited with the relevant SETA pertaining to the course material being presented. The training will take place at hours agreed with the trainees, possibly on a part time basis after hours.

The following training courses are recommended to support the development programme detailed in the contract document:

- NQF Level 2: Construction Contractor - Business owner and administration officer;
- Tender training NQF Level 3 – Business owner / Technical expert;
- Computer literacy training - Business owner and admin officer – Microsoft Windows, email, Microsoft Word and Microsoft Excel;
- General bookkeeping relevant to construction - Business owner and admin officer;
- Tendering NQF Level 4 and 5 – Business owner / Technical expert;
- Construction supervision (Roadworks) NQF Level 4 – Business owner / Technical expert.

G1009.11 Safety Training

The Targeted Enterprise safety representative is to be fully trained in all aspects of safety and his duties in this regard. The owner of the Targeted Enterprise is to be trained on their responsibilities regarding safety regulations.

G1009.12 Engineering skills training

The focus of training provided on the contract should be to support the development of the Targeted Enterprise. Engineering skills training will only be approved by the PMT when appropriate.

The Targeted Enterprise, their workforce and hired labour that show initiative will be entitled to receive structured training that will improve on-task skills necessary for the execution and successful completion of the works. The Contractor, in conjunction with the Employer's Agent, shall monitor the progress of the hired labour and each Targeted Enterprise closely and shall identify those who, in their collective opinion, will benefit from structured engineering skills training as may be provided for in the contract, and where required by the Employer's Agent shall make recommendations in this regard. The final list of candidates shall be decided between the Contractor and the Employer's Agent, and those selected shall receive formal engineering skills training in a programmed and progressive manner throughout the duration of the contract.

The training programme shall offer complete courses that could comprise some or all of the following modules:

- (i) Use and maintenance of hand tools;
- (ii) Operation of equipment;
- (iii) Manufacture and installation of minor precast concrete units;
- (iv) Erect, dismantle and maintain formwork;
- (v) Basic concrete skills;
- (vi) Excavation, backfill and compaction;
- (vii) Bricklaying;
- (viii) Erosion protection using stone pitching, gabions or renos.

G1009.13 Training venue facility

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with SABS 1200 standard specifications. The facility shall accommodate a class of up to 14 learners and shall comprise the following:

- | | | | | |
|-----|--|---|---------------------|--|
| (a) | Lecture room (interior area) | = | 48 m ² | |
| (b) | Ablutions (male) | = | 6 m ² | |
| (c) | Ablutions (female) | = | 6 m ² | |
| (d) | Chairs for learners (individual chairs, with backs) | = | 25 off | |
| (e) | Desk area for 25 learners (500 mm width) | = | 12,5 m ² | |
| (f) | Chairs for trainers and management (individual chairs, with backs) | = | 5 off | |
| (g) | Table area for trainers and management | = | 3 m ² | |
| (h) | 220/250 volt power points | = | 6 off | |
| (i) | Double 80 watt fluorescent light fittings complete with ballast and tubes | = | 6 off | |
| (j) | Single incandescent light fittings complete with 100 watt globes | = | 4 off | |
| (k) | Wash hand basins complete with taps and drains | = | 4 off | |
| (l) | Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets | = | 2 off | |
| (m) | Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection | = | 4 off | |
| (n) | Voltage stabilisers | = | 2 off | |
| (o) | Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells | = | 2 off | |
| (p) | White boards (3 m x 1,5 m) | = | 1 off | |
| (q) | Venetian blinds | = | 12 m ² | |

G1010 measurement and payment

Item Unit

G10.01 Procurement of Targeted Enterprise subcontractors as described in Part G:

- (a) Contractor's charge for the management and execution of the Targeted Enterprise procurement process:
- (i) Procurement process for the totality of all tenders concluded for the appointment of CIDB contractor grading designation 1CE Targeted Enterprise subcontractors (2 x individual tenders prescribed, 150 copies of the tender document required for each individual tender) Prov. Sum
- (ii) Procurement process for the totality of all tenders concluded for the appointment of CIDB contractor grading designation 2CE Targeted Enterprise subcontractors (2 x individual tenders prescribed, 150 copies of the tender document required for each individual tender) Prov. Sum
- (iii) Procurement process for the totality of all tenders concluded for the appointment of CIDB contractor grading designation 3CE Targeted Enterprise subcontractors (1 x individual tenders prescribed, 150 copies of the tender document required for each individual tender) Prov. Sum

The unit of measurement shall be the number of individual subcontract agreements concluded with Targeted Enterprise subcontractors in accordance with the procurement process described in this Part G.

Each tendered rate shall be in full compensation for the management and execution of the Targeted Enterprise procurement process in the relevant CIDB contractor grading designation scheduled, including for the compilation, printing, binding and issue of the tender documents for each tender, for the advertising of each tender, for the provision of the venue and the conducting of each compulsory briefing session for tenderers, for the conducting of each tender opening process, for the adjudication of the tenders received for each tender, for the preparation of each tender adjudication report and the review thereof in conjunction with the PMT, for the award of each tender and for the conclusion of the subcontract agreement with each successful Targeted Enterprise tenderer.

Item Unit

G10.02 Construction Works for Targeted Enterprises:

- (a) Payments associated with the construction Works carried out by Targeted Enterprise subcontractors appointed in terms of Part G PC sum (PC Sum)
- (b) Handling costs and profit in respect of subitem G10.02(a) above percentage (%)
- (c) Supply of materials and small plant to assist Targeted Enterprise subcontractors appointed in terms of Part G provisional sum (Prov. Sum)
- (d) Handling costs and profit in respect of subitem G10.02(c) above percentage (%)
- (e) Contractor's charge for the management of the Targeted Enterprise subcontractors appointed in terms of Part G lump sum (Sum)

Expenditure under subitems G10.02(a) and (c) shall be in accordance with clause 6.6 of the General Conditions of Contract, 3rd Edition 2015.

The provisional sum for subitem G10.02(a) is provided to cover the total cost of the construction Works carried out by the Targeted Enterprises as certified by the Employer's Agent, in separate payments for each Targeted Enterprise in accordance with Part G of the Particular Specifications.

The tendered percentage for subitem G10.02(b) is the percentage of the amount actually spent under subitem G10.02(a) and shall include full compensation for the handling costs of the Contractor and the profit in connection with the construction Works carried out by the Targeted Enterprise subcontractors.

The provisional sum for subitem G10.02(c) is provided to cover the total cost of the materials and small plant supplied by the Contractor to assist the Targeted Enterprises as certified by the Employer's Agent, in separate payments for each Targeted Enterprise in accordance with Part G of the Particular Specifications.

The tendered percentage for subitem G10.02(d) is the percentage of the amount actually spent under subitem G10.02(c), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the supply of materials and small plant by the Contractor to assist the Targeted Enterprise subcontractors.

The tendered lump sum for subitem G10.02(e) shall include full compensation for the registration of all the subcontract agreements and the management of all the Targeted Enterprise subcontracts, including for the provision of the necessary management support, coaching, guidance and mentoring to the Targeted Enterprise subcontractors.

Item Unit

G10.03 Training of learners employed by Targeted Enterprise subcontractors:

- (a) Generic skills:
 - (i) Training costs prime cost (PC) sum
 - (ii) Handling costs and profit in respect of sub subitem G10.03(a)(i) above percentage (%)
- (b) Entrepreneurial skills:
 - (i) Training costs prime cost (PC) sum
 - (ii) Handling costs and profit in respect of sub subitem G10.03(b)(i) above percentage (%)
- (c) Engineering skills:
 - (i) Training costs prime cost (PC) sum
 - (ii) Handling costs and profit in respect of sub subitem G10.03(c)(i) above percentage (%)

- (d) Training venue facility, including the cost of transporting the learners to and from this facility lump sum (Sum)
- (e) Transportation and accommodation costs of selected learners only, while receiving off-site training:
 - (i) Transportation and accommodation costs provisional sum (Prov. Sum)
 - (ii) Handling costs and profit in respect of sub subitem G10.03(e)(i) above percentage (%)

Expenditure under sub subitems G10.03(a)(i), (b)(i), (c)(i) and (e)(i) shall be in accordance with clause 6.6 of the General Conditions of Contract, 3rd Edition 2015.

The prime cost sum for each of sub subitems G10.03(a)(i), (b)(i) and (c)(i) is provided to cover the total costs of the required training in generic skills, entrepreneurial skills and engineering skills respectively, including for the procurement of the services of the accredited trainers and their delivery of the training courses to the learners employed by Targeted Enterprise subcontractors, the provision of all training materials including all stationery and study materials, and the wages of the learners for the duration of the courses. The payment of wages to learners in terms of sub subitems G10.03(a)(i), (b)(i) and (c)(i) will only be made to those learners who attend and successfully complete each course of the approved training programme. Payment shall not be made to learners who, once selected, do not attend or only partially complete structured training courses.

The Contractor's own personnel shall be permitted to attend the training courses provided for the learners employed by the Targeted Enterprise subcontractors only to the extent that the venue and its facilities can efficiently and comfortably accommodate the additional number of learners. All additional costs relating to such attendance by the Contractor's own personnel shall be carried by the Contractor and shall not be considered for payment in terms of item G10.03, including for any additional costs related to the accredited trainers and their delivery of the training courses, the provision of additional training materials, and the wages of the learners from the Contractor's own personnel for the duration of the courses.

The tendered percentage for each of sub subitems G10.03(a)(ii), (b)(ii) and (c)(ii) is the percentage of the amount actually spent under each of sub subitems G10.03(a)(i), (b)(i) and (c)(i) respectively, and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of the training in generic skills, entrepreneurial skills and engineering skills respectively, including for the costs of record keeping and reporting with respect to the training received by each learner, and the costs of the compilation of the portfolio of evidence with respect to each Targeted Enterprise.

The tendered lump sum for subitem G10.03(d) shall include full compensation for the provision of the training venue facility complete and serviced as specified, including for the provision of power, water, sewerage and cleaning services for the duration of the contract, for lighting, power points and voltage stabilisers, for air conditioning, blinds, fire extinguishers, floodlights, furniture and whiteboards, for the provision of security at the facility, for all other costs necessary to maintain the facility for the duration of the contract, and for the removal of the facility on completion of the contract. The tendered lump sum shall also include full compensation for transporting the learners on each day of training from their place of work to this training venue facility, and back again after the training for the day has been delivered by the accredited trainers. Payment of the lump sum shall be made in three instalments as follows:

The first instalment, 50% of the lump sum, shall be paid after the contractor has met all his obligations regarding the provision of the training venue facility, complete and serviced as specified, and the facility has been successfully commissioned for use.

The second instalment, 35% of the lump sum, shall be paid when 75% of the training courses proposed in accordance with the Contractor's structured training programme, as approved by the PMT, have been delivered to the learners by the accredited trainers.

The third and final instalment, 15% of the lump sum, shall be paid when training for all the Targeted Enterprise subcontracts has been concluded and the facility has been dismantled and removed from the site.

The provisional sum for sub subitem G10.03(e)(i) is provided to cover all costs related to the transportation and accommodation costs of selected learners only, while receiving off-site training, where such learners have been specifically selected in conjunction with the PMT to receive such off-site training and where such

training cannot be delivered using the training venue facility provided by the Contractor in terms of subitem G10.03(d).

The tendered percentage for sub subitem G10.03(e)(ii) is the percentage of the amount actually spent under sub subitem G10.03(e)(i), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the transportation and accommodation costs of selected learners only, while receiving off-site training.

Add the following new payment item:

<u>ITEM</u>	<u>UNIT</u>
G10.04 Penalties:	
(a) Fixed penalty for non-compliance for Contract Participation Goals requirements per occurrence requirements per occurrence	No

A fixed penalty deduction will be calculated in accordance with item G1003(d)

Add the following new payment item:

<u>ITEM</u>	<u>UNIT</u>
G10.05 Part G:	
(a) The Contract Participation Target for Targeted Enterprise	Prov. Sum

Expenditure under these items will be made in accordance with the Part G

PRESCRIBED CIDB CONTRACTOR GRADING DESIGNATION ALLOCATION DIAGRAM FOR WORKS TO BE CONSTRUCTED BY TARGETED ENTERPRISE SUBCONTRACTORS IN TERMS OF PART G

The **prescribed** CIDB contractor grading designation allocation diagram for the Works to be constructed by Targeted Enterprise subcontractors in terms of this contract is given below

(Not applicable)

ANNEXURE A

**SCHEDULE OF QUANTITIES
PART G: SMALL CONTRACTOR DEVELOPMENT**

Not applicable

TABLE OF CONTENTS

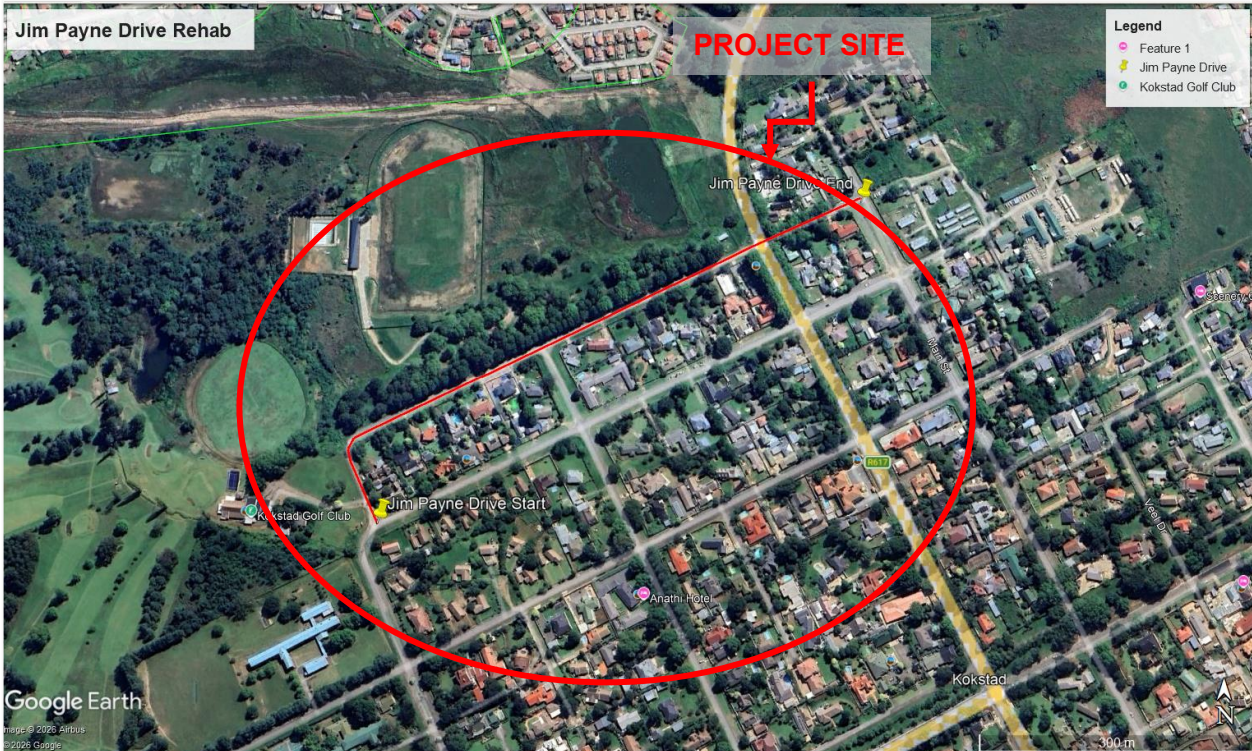
	PAGE NO.
C4: SITE INFORMATATION	SI. 2
C4.1: LOCALITY PLAN	SI. 2
C4.2: DRAWINGS	SI. 3

C4: SITE INFORMATION

C4.1: LOCALITY PLAN

Jim Payne Drive is collector street that links the town to the residential area. The road is located in Kokstad town, within the Greater Kokstad local Municipality (GKM) under Harry Gwala district municipality. The street is located ward 07 of the municipality,

The location of the site is as per the attached Locality Plan.



C4.1.1: Access

The site shall not only include the proclaimed road reserve but shall be extended in the broader sense to take account of all areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract. Incidental intrusion into private or tribal property outside the road reserve shall not be permitted without the owner's written authority. Any such agreement reached with a private or tribal landowner (occupier) shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

C4.2.1: Geotechnical Report

The detailed Geotechnical investigation was undertaken, and a Geotechnical Report prepared. The report will be emailed to tenderers upon request.

C4.2: DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings are issued as a separate book of drawings. The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

C4.2.1 List of drawings attached.

Tender drawings are issued separately and are listed hereunder:

Drawing Number:	Description:
427RT-JIM-LLSEC-001	Jim Payne Drive Layout, Long Section & Details
427RT-JIM-XSEC-002	Jim Payne Drive Cross Sections
427RT-JIM-SD-003	Jim Payne Drive Speed Hump & Standard Details