



**Knysna**

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**AUGUST 2021**

**TENDER NUMBER: T 03 OF 2021/22**

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA)  
& WARD 5 (RHEENENDAL)**

| <b>ISSUED BY:</b>                                                                                                  | <b>PREPARED BY:</b>                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Knysna Municipality<br>P O Box 21<br>KNYSNA<br>6570<br><br>Contact Person: Mr Mpumelelo Nzuzo<br>Tel: 044 302 6300 | Bosch Projects (Pty) Ltd<br>P.O. Box 27158<br>GREENACRES<br>6057<br><br>Contact Person: Mr Alex Erens<br>Tel: 041 363 0598 |

|                                  |                    |
|----------------------------------|--------------------|
| Registered Name of Tenderer:     |                    |
| <b>TRADING NAME OF TENDERER:</b> |                    |
| Registration No. of Entity:      |                    |
| Contact Person:                  | CSD Supplier Code: |
| Tel. No.:                        | E-mail Address:    |
| Cell No.:                        | Fax No:            |
| CIDB CRS Number(s) :             |                    |
| B-BBEE Status Level              |                    |
| <b>FINANCIAL OFFER:</b>          |                    |

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**KNYSNA MUNICIPALITY**

**TENDER NO. T 03 OF 2021/22**

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5 (RHEENENDAL)**

**TENDER**  
**PART 1 (OF 2): TENDERING PROCEDURES**

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**KNYSNA MUNICIPALITY**  
**TENDER NO. T03 OF 2020/21**

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5 (RHEENENDAL)**

**T1.1 : TENDER NOTICE AND INVITATION TO TENDER**

Knysna Municipality hereby invites tenders for Surfacing of Gravel Roads in:

Ward 2 – Bosbou Road Section 2  
Ward 5 – Watson Street

Tender documents can be downloaded from the Knysna Municipality website: [www.knysna.gov.za](http://www.knysna.gov.za) at no cost. Website navigation is as follow: Do Business – Bidding Opportunities - Tenders – Current Tenders.

If a hardcopy document is required, a receipt for a non-refundable deposit of R2 750.00 payable by EFT (Knysna Municipality, Current Account – 1626561826, Nedbank, Knysna, Branch Code – 198765, EFT Reference number: 349750848228) made out in favour of Knysna Municipality is required on collection of the tender documents. Tenderers must use the tender number as a reference.

Documents may be collected during workings hours from **19 August 2021**. The physical address for collection of bid documents is the **Supply Chain Management Unit, Finance Building, Queen Street, Knysna**.

Technical enquiries relating to the tender documents may be addressed via email to: Kristin Gouws, email: [gouwsk@boschprojects.co.za](mailto:gouwsk@boschprojects.co.za) and Supply Chain queries may be addressed to: Mzwanele Mato, e-mail [mmato@knysna.gov.za](mailto:mmato@knysna.gov.za).

A compulsory virtual tender clarification meeting will be held on **Friday, 27 August 2021 at 10h00**. To attend the meeting, tenderers are to email Mzwanele Mato at [mmato@knysna.gov.za](mailto:mmato@knysna.gov.za) in order to register for the meeting. Closing time for registration will be 30 minutes prior to the meeting and no contact meeting will take place. No person/s will be allowed to join the clarification meeting or to submit a bid if such a person/s is more than fifteen (15) minutes late.

The closing time for submission of bids is 12h00 on Friday, 10 September 2021. Bids must be sealed in an envelope clearly marked with the bid number and title given above and placed in the bid box at the **Supply Chain Management Unit, Finance Building, Queen Street, Knysna**, on or before the mentioned time and latest date. Telephonic, facsimile and late bids will not be accepted. Bids must remain valid for a period of 90 days after the closing date of the bid. Notwithstanding the period for validity of bids as set out in the bid documents, bids shall be deemed to remain valid until formal acceptance by the Knysna Municipality of an offer at any time after the expiry of the original validity period, unless the Knysna Municipality is notified in writing of anything to the contrary (including any further conditions) by the bidder. Bids will be opened on the same day at the Supply Chain Management Section at 12h00. Late or unmarked bids will not be considered.

**Bidders are required to submit an original of their tender document together with a copy of their tender document. (The original tender document must be clearly marked “Original” and the copy of the tender document must be clearly marked “Copy”).**

25% of the work to be reserved for local targeted enterprises/EME's (CIDB Grades 1CE to 3CE). Subcontracting will be concluded/finalized after the appointment of the preferred bidder.

The evaluation of this bid will be subjected to functionality scoring. Tenderers must achieve a minimum functionality score of **70 out of 100** points for functionality in order to be evaluated further. The functionality criteria and weighting is set out in the tender document.

The bids are subject to local content and production. Minimum Stipulated Local Content Designation for Steel Products and Components for Constructions is 100%.

Bids may only be submitted on the bid documentation that is issued.

Bids will be evaluated according to the **80/20** preference points system. The bids are subject to the Council Supply Chain Management Policy, Preferential Procurement Policy Framework Act, 2000, and the Preferential Procurement Regulations 2017.

The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.

Further requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the Tender Document.

It is estimated that tenderers must have a CIDB contractor designation of **5 CE** or higher.

**DAWID ADONIS**  
**ACTING MUNICIPAL MANAGER**  
Clyde Street  
KNYSNA  
6570



**Knysna**

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## T1.2 : TENDER DATA

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

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

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

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

| No                   | Clause | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |  |                        |           |    |                |        |  |        |      |  |      |
|----------------------|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--|------------------------|-----------|----|----------------|--------|--|--------|------|--|------|
| 1                    | F.1.1  | <p>The employer is <b>KNYSNA MUNICIPALITY</b>.</p> <p>The Employer's domicilium citandi et executandi (permanent physical business address) is:</p> <p>5 Clyde Street<br/>Knysna, 6570</p> <p>The Employer's address for communication relating to this project is:</p> <table border="0"> <tr> <td><b><u>Postal</u></b></td> <td></td> <td><b><u>Physical</u></b></td> </tr> <tr> <td>PO Box 21</td> <td>OR</td> <td>5 Clyde Street</td> </tr> <tr> <td>Knysna</td> <td></td> <td>Knysna</td> </tr> <tr> <td>6570</td> <td></td> <td>6570</td> </tr> </table> | <b><u>Postal</u></b> |  | <b><u>Physical</u></b> | PO Box 21 | OR | 5 Clyde Street | Knysna |  | Knysna | 6570 |  | 6570 |
| <b><u>Postal</u></b> |        | <b><u>Physical</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                      |  |                        |           |    |                |        |  |        |      |  |      |
| PO Box 21            | OR     | 5 Clyde Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                      |  |                        |           |    |                |        |  |        |      |  |      |
| Knysna               |        | Knysna                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                      |  |                        |           |    |                |        |  |        |      |  |      |
| 6570                 |        | 6570                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                      |  |                        |           |    |                |        |  |        |      |  |      |
| 2                    | F.1.2  | <p>Refer to the <b>CONTENTS</b> of this document for a complete list of tender documents issued by the Employer.</p> <p><u>The tender document consists of the following one volume:</u></p> <p>This document in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data and Pricing Data, The scope of work, site information, annexures and drawings which are included on a compact disk.</p>                                                                                                                          |                      |  |                        |           |    |                |        |  |        |      |  |      |
| 3                    | F.1.4  | <p>The Employer's agent is:</p> <p><b>Bosch Projects (Pty) Ltd</b><br/>PO Box 27158,<br/>Greenacres,<br/>Port Elizabeth,<br/>6057</p> <p>Contact Person: Mr A Erens<br/>Tel: (041) 363 0598 Fax: (041) 363 7646<br/>E-mail: <a href="mailto:erensa@boschprojects.co.za">erensa@boschprojects.co.za</a></p>                                                                                                                                                                                                                                                     |                      |  |                        |           |    |                |        |  |        |      |  |      |
| 4                    | F.2.1  | <p><b>Functionality Criteria</b></p> <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders.</p> <p><b>a) CIDB registration</b></p> <p>1.1 Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher</p>                                                                                                                                                                                            |                      |  |                        |           |    |                |        |  |        |      |  |      |

| No | Clause | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |        | <p>than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 5CE class of construction work, are eligible to have their tenders evaluated.</p> <p>2. Joint ventures are eligible to submit tenders provided that:</p> <p>2.1 Every member of the joint venture is registered with the CIDB;</p> <p>2.2 The lead partner must have a CIDB grading designation not lower than on level below the required grading designation in the class of construction works under consideration;</p> <p>2.3 The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for that 5CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations; and</p> <p><b>b) Key Personnel</b></p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to Forms T2.2.7 – T2.2.11 of the Returnable Schedules.</p> <p>Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed.</p> <p><u>Contracts Manager (Returnable schedule T2.2.8)</u></p> <p>Qualification: Relevant NQF 6 Civil Engineering or Built Environment qualification<br/>Years of experience: Minimum 5 years (post qualification) as a contracts manager.</p> <p><u>Construction Manager (Returnable schedule T2.2.9)</u></p> <p>Qualification: Relevant NQF 6 Civil Engineering or Built Environment qualification<br/>Years of experience: Minimum 5 years (post qualification) as a construction manager.</p> <p><u>Foreman (Returnable schedule T2.2.10)</u></p> <p>Qualification: NQF 5 Qualification<br/>Years of experience: Minimum 5 years as a foreman</p> <p><u>Health and Safety Officer (Returnable schedule T2.2.11)</u></p> <p>Qualification: Registered as a CHSO or higher with SACPCMP, no candidate registrations will be considered.<br/>Years of experience: Minimum 5 years as a health and Safety Officer.<br/><i>Refer to Annexure C of this document for Health and Safety officer requirements.</i></p> <p>The Curriculum Vitae's (CV's) and qualification are to be attached to returnable schedules T2.2.8 to T2.2.11.</p> <p><b>c) National Treasury Central Supplier Database</b></p> <p>Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.</p> |

| No         | Clause      | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |           |            |            |             |            |             |
|------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|------------|-------------|------------|-------------|
|            |             | <p><b>d) Compliance with Compensation for Occupational Injuries and Diseases Act (COID)</b></p> <p>Tenderers, or in the event of a joint venture each member of the joint venture, shall be registered and in good standing with the compensation fund or with a licensed compensation insurer at the closing date for tender submissions. The licensed compensation insurer shall be approved by Department of Labour in terms of Section 80 of the Compensation for Injury and Disease Act, 1993 (Act No. 130 of 1993). Tenders received from such tenderers who are not in good standing with the compensation fund at the closing date for tender submissions, will not be considered.</p> <p><b>e) SARS tax compliance</b></p> <p>Tenderers, or in the event of a joint venture each member of the joint venture, shall be tax compliant at time of tender close. Tenderers who become non-compliant during the tender validity period, shall become compliant within 10 working days of the date of being notified. Tenders received from such tenderers who are not tax compliant at the closing date for tender submissions or who are not tax compliant within 10 working days of being notified, will not be considered.</p> <p><b>f) Municipal Rates</b></p> <p>Tenders or any of its directors, partners or principals is not in arrears for more 3 months, or who fails to make suitable arrangements to settle the arrears, with the municipality rates and taxes and municipal service charges shall not be eligible to submit tender offer. If the tender amount is expected to be more than R10m the period for arrears reduces to one month.</p> <p><b>g) Functionality</b></p> <p>Tenderers shall receive a minimum of 70 functionality points of the available 100 to be deemed eligible.</p> <p><b>Scoring of functionality:</b></p> <p>To help in risk determination functionality will be scored, but the scores will not contribute to procurement points. Functionality points (N<sub>Q</sub>) will be awarded according to criteria below.</p> <p>A minimum functionality score of 70 out of 100 is required for the tender to be deemed eligible.</p> <p><b>N<sub>Q</sub> = (Q<sub>1</sub> + Q<sub>2</sub> + Q<sub>3</sub> + Q<sub>4</sub> + Q<sub>5</sub> + Q<sub>6</sub> +Q<sub>7</sub>):</b></p> <p>where</p> <p><b>N<sub>Q</sub></b> is the total number of tender evaluation points awarded for the functionality <b>(max 100)</b>;</p> <p><b>Q<sub>1</sub></b> is the points scored for <b>tenderer’s experience</b> on roads construction projects of a similar scope, size and nature, completed successfully in the last 10 years <b>(max 30)</b>;</p> <p>Points will be awarded for the Tenderer’s experience in successful completion of roads construction projects of a similar scope, size and nature</p> <table><tr><td>1 project</td><td>= 6 points</td></tr><tr><td>2 projects</td><td>= 12 points</td></tr><tr><td>3 projects</td><td>= 18 points</td></tr></table> | 1 project | = 6 points | 2 projects | = 12 points | 3 projects | = 18 points |
| 1 project  | = 6 points  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |           |            |            |             |            |             |
| 2 projects | = 12 points |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |           |            |            |             |            |             |
| 3 projects | = 18 points |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |           |            |            |             |            |             |

| No | Clause | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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|    |        | <p>4 projects = 24 points<br/>5 or more projects = 30 points</p> <p>Bidders must submit completion certificates per project in order to claim points.</p> <p>Tenderers must complete <b>the relevant returnable schedules (T2.1.11)</b> to be eligible for scoring of the relevant points.</p> <p><b>Q<sub>2</sub></b> is the points scored for the experience and qualification, relevant NQF 6 qualification and experience of the <b>Contracts Manager</b>, permanently employed (<b>max 15</b>);</p> <p>Points will be awarded for the Contract Manager's experience in successful completion of similar previous projects</p> <p>1 project = 3 points<br/>2 projects = 6 points<br/>3 projects = 9 points<br/>4 projects = 12 points<br/>5 or more projects = 15 points</p> <p>A CV listing similar project experience, and copies of qualification(s) and must accompany the bid in order to claim points. A minimum of 5 years' (post qualification) experience as a contracts manager is required. No relevant qualification will result in a score of 0.</p> <p>Tenderers must complete <b>the relevant returnable schedules (T2.2.8)</b> to be eligible for scoring of the relevant points.</p> <p><b>Q<sub>3</sub></b> is the points scored for the qualification, NQF 6 qualification and experience of the <b>Construction Manager / Site Agent</b>, permanently employed (<b>max 10</b>);</p> <p>Points will be awarded for the Construction Manager's experience in successful completion of similar previous projects</p> <p>1 project = 2 points<br/>2 projects = 4 points<br/>3 projects = 6 points<br/>4 projects = 8 points<br/>5 or more projects = 10 points</p> <p>A CV listing similar project experience, and copies of qualification(s) and must accompany the bid in order to claim points. A minimum of 5 years' experience as a construction manager is required No relevant qualification will result in a score of 0.</p> <p>Tenderers must complete <b>the relevant returnable schedules (T2.2.9)</b> to be eligible for scoring of the relevant points.</p> <p><b>Q<sub>4</sub></b> is the points scored for the qualification, NQF 5 qualification and experience of the <b>Foreman</b>, permanently employed (<b>max 5</b>);</p> <p>Points will be awarded for the Foreman's years' experience in successful completion of similar previous projects</p> <p>1 year = 1 point<br/>2 years = 2 points<br/>3 years = 3 points</p> |

| No | Clause | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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|    |        | <p>4 years = 4 points<br/>5 or more years = 5 points</p> <p>A CV listing similar project experience, and copies of qualification(s) and must accompany the bid in order to claim points. A minimum of 5 years' experience as a foreman is required</p> <p>Tenderers must complete <b>the relevant returnable schedules (T2.2.10)</b> to be eligible for scoring of the relevant points.</p> <p><b>Q<sub>5</sub></b> is the points scored for the qualification and experience of the <b>Health and Safety Officer</b>, permanently employed (<b>max 5</b>);</p> <p>Points will be awarded for the Health and Safety Officer's years' experience in similar previous projects</p> <p>1 years = 1 point<br/>2 years = 2 points<br/>3 years = 3 points<br/>4 years = 4 points<br/>5 or more years = 5 points</p> <p><b>Q<sub>6</sub></b> is the points scored for the financial capacity of the tenderer (<b>max 30</b>);</p> <p>Access to a financial facility of:</p> <p>Bank Rating E = 6 points<br/>Bank Rating D = 12 points<br/>Bank Rating C = 18 points<br/>Bank Rating B = 24 points<br/>Bank Rating A = 30 points</p> <p>This shall mean access to a financial facility, to be used as working capital, until such time that the first milestones can be created to warrant a claim from the Employer. The Employer reserves the right to request for this information at the award of contract. The contract value referred to above shall exclude Provisional Sums, Contingencies and VAT.</p> <p>The Tenderer is to attach a letter of proof from an accredited financial institution to returnable schedule T2.2.1.</p> <p><b>Q<sub>7</sub></b> is the points scored for plant and/or equipment owned by the tenderer, and which will be available for the projects, should the tenderer be successful:</p> <p>Motorized grader = 2 points,<br/>Water truck = 2 points<br/>Steel drum roller (10ton minimum) = 2 points<br/>TLB = 2 points<br/>Pedestrian roller = 2 points<br/><b>Total = 10 points</b></p> <p>If the contractor does not own some or any of the plant listed above, and chooses to hire some or all of the required plant, then the points for hired plant will only be allocated if an original Letter of Intent from a registered Plant Hire Company is attached. The letter is to clearly indicate that the Plant intended for the contract will be available for the full duration of the project. Such Letter of Intent is to be</p> |

| No | Clause       | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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|    |              | <p>unqualified and certified by a Registered Commissioner of Oath.</p> <p>All plant and proof referred to above shall be attached to returnable schedule T2.1.21</p> <p><b>Failure to comply with any of the above will result in the tender being considered as non-responsive.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|    | F.2.2        | <p><b>Cost of Tendering</b></p> <p>Add the following to the Clause:</p> <p>"Accept that the Employer will not compensate the tenderer for any costs incurred in attending tender interviews in the office of the Employer or the Employer's Agent."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 6  | F.2.3        | <p><b>Check Document</b></p> <p>Amend the Clause to read:</p> <p>".....and notify the Employer's Agent of any discrepancy....."</p> <p>Bidders must examine the tender documents upon receipt to ensure that all pages and drawings (if applicable) are included, and are to report any missing pages or drawings. Bidders must report illegible or indistinct drawings, errors or ambiguities in the specifications, bill of quantities and drawings and any contradictions between the specifications, bill of quantities and drawings in order to obtain rulings on such errors, ambiguities or discrepancies. No claim for extras based on such errors, ambiguities or discrepancies will be considered after the opening of bids. Bidders having any queries relating to discrepancies in or omissions from the bid document shall contact the Employer or Employer's Agent immediately.</p> |
| 7  | F2.6         | <p><b>Addenda</b></p> <p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender F.3.8.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 8  | F.2.7        | <p><b>Clarification Meeting</b></p> <p>A compulsory virtual tender clarification meeting will be held on <b>Friday, 27 August 2021, @ 10:00</b>. To attend the meeting, tenderers are to email Mzwanele Mato at <a href="mailto:mmato@knysna.gov.za">mmato@knysna.gov.za</a> in order to register for the meeting. Closing time for registration will be 30 minutes prior to the meeting and no contact meeting will take place.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 9  | F.2.11       | <p><b>Alterations to Document</b></p> <p>Add the following to the Clause:</p> <p>"In the event of a mistake having been made on the price schedule, it shall be crossed out in non-erasable ink and be accompanied by an initial of each signatory to the Tender at each and every price alteration."</p> <p>Correction fluid shall not be used in the Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender as a whole will be classified non-responsive and not be considered.</p> <p>The Employer will reject and classify the tender <u>non-responsive</u> if corrections are not made in accordance with the above."</p>                                                                                                                                                                                                 |
| 10 | F.2.12       | <p><b>Alternative Tender Offers</b></p> <p>No alternative offers will be considered.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11 | F.2.13.2 and | <p><b>Submitting a Tender Offer</b></p> <p>Each Tenderer is required to return the completed original tender document, including drawings, with all the required information duly completed in non-erasable ink in all</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| No | Clause   | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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|    | F.2.13.3 | <p>respects, <b>together with one separate copy of the completed document.</b></p> <p>The original Bill of Quantities and Form of Offer and Acceptance (Form C1.1), duly completed and signed by the tenderer, must be returned in respect of the contract for which a tender is submitted.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 12 | F.2.13.4 | <p><b>Add the following</b> to the clause:</p> <p>“Only authorised signatories may sign the original tender offer where required in terms of F.2.13.4</p> <p>The tenderer shall accept that failure to submit proof of authorisation to sign the tender, shall result in the Tender Offer being regarded non-responsive.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 13 | F.2.13.5 | <p>Tenders must be submitted during office hours (09:00 to 16:00) Monday to Friday at the Employer’s address.</p> <p>The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Knysna Municipality,<br/>Supply Chain Management Unit</p> <p>Physical address: Finance Building, Queen Street<br/>Knysna</p> <p>Identification details: Place the signed original tender offer in a package marked <b>TENDER: T 03 OF 2021/22: SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) &amp; WARD 5 (RHEENENDAL)</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 14 | F.2.13.9 | <p>Telephonic, telegraphic, telex, facsimile, e-mailed or posted tender offers will not be accepted</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 15 | F.2.14   | <p><b>Information and Data to be completed in all Respects</b></p> <p>Add the following to the clause:</p> <p>“Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer’s past performance in executing similar building works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Part T2 – Returnable Schedules.</p> <p>Accept that the Employer is restricted in accordance with clause 5(1) (g) and (h) of the Constructions Regulations, 2014, to ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures and whom he is satisfied has the necessary competencies and resources to carry out the construction work safely.</p> <p>Accept that submitting inferior and inadequate information relating to health and safety (as required in clause F2.23) shall be regarded as justifiable and compelling reasons not to award a contract to a Tenderer.”</p> |
| 16 | F.2.15.1 | <p><b>Closing Time</b></p> <p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

| No | Clause  | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| 17 | F.2.16  | <p><b>Tender Offer Validity</b></p> <p>The tender offer validity period is <b>90 days</b>. If the expiry date coincides with a Saturday, Sunday or public holiday, the validity will expire at close of business on the first working day following the <b>non-working or special non-working day</b>.</p> <p>Bids must remain valid for a period of 90 days after the closing date of the bid. Notwithstanding the period for validity of bids as set out in the bid documents, bids shall be deemed to remain valid until formal acceptance by the Knysna Municipality of an offer at any time after the expiry of the original validity period, unless the Knysna Municipality is notified in writing of anything to the contrary (including any further conditions) by the bidder.</p> |
| 18 | F2.16.2 | <p><b>Modify the clause to read:</b></p> <p>If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension. Such a condition will exclude the tenderer to extend his tender validity by increasing the contract price by any amount."</p>                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 19 | F.2.23  | <p>The Tenderer is required to submit with his tender all returnable schedules. No Tenderer will be allowed to submit documentation or sign any of the schedules after the tender has closed. Failure to complete and submit:</p> <ul style="list-style-type: none"> <li>• Returnable Schedules for Tender Evaluation Purposes T2.1.1 to T2.1.24 may result in the tender being declared <b>non-responsive</b>.</li> <li>• Returnable Schedules for Preference Scoring Purposes T2.1.7 to T2.1.9 will result in the Tenderer scoring <b>zero points for preference</b>.</li> <li>• Returnable Schedules for Functionality Scoring Purposes T2.2.1 to T2.2.12 will result in the Tenderer scoring <b>zero points for functionality</b>.</li> </ul>                                          |
| 20 | F.2.24  | <p><b>Joint Venture</b></p> <p>Add the following new clause:</p> <p>In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium or individual valid tax clearance certificates for all the members of the Joint Venture/Consortium."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 21 | F.2.25  | <p><b>Canvassing</b></p> <p>Add the following new clause:</p> <p>Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>"No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>                                                                                                                                                                                                                                                                                              |
| 22 | F.2.26  | <p>Add the following new clause:</p> <p>"Accept that the Employer is prohibited from awarding a tender to</p> <ol style="list-style-type: none"> <li>a person who is in the service of the state; or</li> <li>a person that is not a natural person; or</li> <li>an entity of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>a person who is an advisor or consultant contracted with the municipality or</li> </ol>                                                                                                                                                                                                                                                                                               |

| No | Clause | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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|    |        | <p>municipal entity.</p> <p>“In the service of the state” means to be</p> <p>a) a member of:</p> <ul style="list-style-type: none"> <li>any municipal council;</li> <li>any provincial legislature; or</li> <li>the National Assembly or the National Council of Provinces;</li> </ul> <p>b) a member of the board of directors of any municipal entity;</p> <p>c) an official of any municipality or municipal entity;</p> <p>d) an employee of any national or provincial department;</p> <p>e) a provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>f) a member of the accounting authority of any national or provincial public entity; or</p> <p>g) an employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 - Returnable Documents must be completed.”</p> |
| 23 | F.2.27 | <p>Add the following new clause:</p> <p>“Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R2,000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.26), or has been in the service of the state in the previous twelve months, including</p> <p>a) the name of that person;</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 - Returnable Schedules must be completed in full and signed.”</p>                                                                                                                                                                                                                                                            |
| 24 | F.2.28 | <p>Add the following new clause:</p> <p>““Employment Contracts”</p> <p>Accept that successful tenderers shall be obliged to conclude employment contracts with their employees failing which the Municipality reserves the right to terminate the awarded contracts.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 25 | F.2.29 | <p>Add the following new clause:</p> <p>“Remuneration”</p> <p>The Tenderer accepts that the successful Tenderer including his/her subcontractors and QSE’s or EME’s shall pay his/her workers a remuneration not less than that recommended and regulated by the Civil Engineering Bargaining Council failing which the Municipality reserves the right to terminate the Contract..</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 26 | F.2.30 | <p>Add the following new clause:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

| No | Clause  | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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|    |         | <p>"Additional conditions of bid"</p> <ol style="list-style-type: none"> <li>1. The Employer/Employer's agent may also request that the Tenderer provides written evidence that his financial, labour and other resources are adequate for carrying out the contract.</li> <li>2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</li> <li>3. The bid document shall be submitted as a whole and shall not be taken apart.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 27 | F.3.4   | The time and location for the opening of tender submissions are stated in the Tender Notice and Invitation to Tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 28 | F.3.11  | <p><b>Evaluation of Tender Offers</b></p> <p>Tenders will be evaluated in terms of the Knysna Municipality's latest Supply Chain Management Policy as adopted by the Council.</p> <p>Any parts of the Supply Chain Management Policy that are outdated will be replaced by the applicable portions of the current Preferential Procurement Policy Framework Act and Associated Regulations.</p> <p>The method for the evaluation of responsive tenders shall be Method 2: Functionality, Price and Preference as described under Clause F.3.11.3.</p> <p>The minimum number of points for functionality is 70 out of 100 points, Tenders that score less than the minimum will be <b>rejected</b> and not considered further.</p> <p>The 80/20 Preference Point System will be applied where a maximum of 80(Eighty) tender adjudication points will be awarded for price and a maximum of 20(Twenty) points for B-BBEE Status Level of Contribution. Refer to returnable schedule T2.1.9</p>                                                                                                                                                                                                           |
| 29 | F3.11.3 | <p><b>Functionality Scoring</b></p> <ol style="list-style-type: none"> <li>1) Functionality will be scored by a minimum of three Bid Evaluation Committee members appointed by the Employer. The score of each of the criteria by each evaluator will be averaged and the average scores will be totalled to obtain the total score for quality.</li> <li>2) The functionality scoring criteria and maximum score in respect of each of the criteria is stipulated in (Clause F2.1)</li> <li>3) Tenderers are to complete returnable schedules T2.2.1 to T2.2.13</li> <li>4) Failure to submit the relevant returnable will result in zero score for that particular category.</li> </ol> <p><u>Amend paragraph 4) (e) to read:</u></p> <p>Subject to paragraph 4.3.8 of the CIDB Standard for Uniformity in Construction Procurement (July 2015), the contract must be awarded to the tender who scores the highest total number of points.</p> <p><u>Amend paragraph 5) (e) to read:</u></p> <p>Subject to paragraph 4.3.8 of the CIDB Standard for Uniformity in Construction Procurement (July 2015), the contract must be awarded to the tender who scores the highest total number of points.</p> |

| No | Clause   | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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| 30 | F.3.11.7 | <p>Delete the contents of F3.11.9 and replace with the following:</p> <p>The method for calculating functionality points is as per No 4 (Clause F2.1) of the Tender Data.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 31 | F.3.13   | <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>g) The Tenderer is registered with the Construction Industry Development Board in an appropriate Contract grading designation;</li> <li>h) The Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>i) The Tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>j) The Tenderer has completed all returnable schedules and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</li> <li>k) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> <li>l) The Form of Offer and Acceptance is correctly completed and signed;</li> <li>m) A Tenderer who is not in arrears for more than three months (or who fails to make suitable arrangements to settle the arrears) in respect of municipal rates and other charges due any municipality." If the tender amount is expected to be more than R 10 million, the period for arrears reduces to one month.</li> </ul> <p>Failure to comply with one or more of the above requirements will result in the Tenderer's offer being declared <b><u>non-responsive</u></b>.</p> |
| 32 | F.3.17   | <p><b>Provide Copies of the Contract</b></p> <p>The number of paper copies of the signed contract to be provided by the employer is one.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 33 |          | <p>The additional conditions of tender are:</p> <ol style="list-style-type: none"> <li>1. Financial Audit<br/>The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonably assistance in such investigations.</li> <li>2. Previous Work Experience<br/>The tenderer is to provide: <ul style="list-style-type: none"> <li>• Proof of completion of at least one completion certificate for private clients or organ of state with a contract value of R4 million and higher. Attached to returnable schedule T2.2.12</li> <li>• Proof of completion of at least one completion certificate for private clients or organs of state with similar scope of works. Attached to returnable schedule T2.2.12</li> </ul> </li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

| No | Clause | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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|    |        | <p><b>3. EME Subcontractor(s) Involvement</b><br/>The Tenderer accepts that 25% of the value of work must be subcontracted to Emerging Micro Enterprises (EME's)</p> <p><b>4. Remuneration of Labour</b><br/>The Tenderer accepts that the successful Tenderer including his/her subcontractors and QSE's or EME's shall pay his/her workers a remuneration not less than that recommended and regulated by the Civil Engineering Bargaining Council failing which the Municipality reserves the right to terminate the Contract.</p> <p><b>5. Employment Contracts</b><br/>Accepted that successful tenderer including his/her subcontractors and QSE's or EME's shall be obliged to conclude employment contacts with their employees and ensure that their subcontractors conclude employment contracts with their employees failing which the Municipality reserves the right to terminate the Contract.</p> |

## T1.3: STANDARD CONDITIONS OF TENDER

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## CIDB STANDARD CONDITIONS OF TENDER (July 2015 edition)

As published in Annexure F of the CIDB Standard for Uniformity for Construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

### F.1 General

#### F.1.1 Actions

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

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

- Note:
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result
  - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration,
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

- f) **quality (functionality)** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a services and technical capacity and ability of a tenderer.

#### **F.1.4 Communication and employer's agent**

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

#### **F.1.5 Cancellation and Re-Invitation of Tenders**

##### **F.1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if

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

**F.1.5.2** The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

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

##### **F.1.6.2 Competitive negotiation procedure**

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

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

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

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

##### **F.1.6.3 Proposal procedure using the two stage-system**

###### **F.1.6.3.1 Option 1**

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

### **F.1.6.3.2 Option 2**

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

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

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

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

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

### **F.2.2 Cost of tendering**

**F.2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents

### **F.2.3 Check documents**

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

### **F.2.4 Confidentiality and copyright of documents**

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

### **F.2.5 Reference documents**

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

### **F.2.6 Acknowledge addenda**

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

### **F.2.7 Clarification meeting**

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

### **F.2.8 Seek clarification**

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

## **F.2.9 Insurance**

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

## **F.2.10 Pricing the tender offer**

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

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

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

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

## **F.2.11 Alterations to documents**

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

## **F.2.12 Alternative tender offers**

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

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

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

## **F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

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

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

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

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

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

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

**F.2.18 Provide other material**

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

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

**F.2.19 Inspections, tests and analysis**

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

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

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

## **F.2.21 Check final draft**

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

## **F.2.22 Return of other tender documents**

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

## **F.2.23 Certificates**

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

## **F.3 The employer's undertakings**

### **F.3.1 Respond to requests from the tenderer**

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

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

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

### **F.3.2 Issue Addenda**

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

### **F.3.3 Return late tender offers**

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

### **F.3.4 Opening of tender submissions**

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

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

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

### **F.3.5 Two-envelope system**

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

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

### **F.3.6 Non-disclosure**

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

### **F.3.7 Grounds for rejection and disqualification**

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

### **F.3.8 Test for responsiveness**

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

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

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

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

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

### **F.3.9 Arithmetical errors, omissions and discrepancies**

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

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

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

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.

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

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

### F.3.10 Clarification of a tender offer

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

### F.3.11 Evaluation of tender offers

#### F.3.11.1 General

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

#### F.3.11.2 Method 1:

##### Price and Preference

In the case of a price and preference:

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

#### F.3.11.3 Method 2:

##### Functionality, Price and Preference

In the case of a functionality, price and preferences:

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

The 80/20 preference point system for acquisition of services, work or Goods up to Rand value of R50 million

4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R30 000 and up to Rand Value of R50 000 000 (all applicable taxes included):

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

Where

- Ps = Points scored for comparative price of tender or offer under consideration;
- Pt = Comparative price of tender or offer under consideration; and
- Pmin = Comparative price of lowest acceptable tender or offer.

4(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate

4(b) Subjected to subparagraph (4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below

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

4(c) A maximum of 20 points may be allocated in accordance with subparagraph (4) (b).

4(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4)(b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a)

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

**The 90/10 preference points system for acquisition of services, works or with a Rand value above R50 million**

(5)(a) the following formula must be used to calculate the points for price in respect of tender with a Rand value above R50 000 000 (All applicable taxes included).

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

Where

Ps = Points scored for comparative price of tender or offer under consideration;  
Pt = Comparative price of tender or offer under consideration; and  
Pmin = Comparative price of lowest acceptable tender or offer.

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

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

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

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

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

### F.3.11.6 Decimal places

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

### F.3.11.7 Scoring Price

Score price remaining responsive tender offers using the following formula:

$$NFO = W1 \times A$$

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

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

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

**Table F.1: Formula for calculating the value of A**

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

### F.3.11.8 Scoring preferences

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

### F.3.11.9 Scoring functionality

Score each of the criteria and sub criteria for functionality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

where: **SO** is the score for quality allocated to the submission under consideration;

**MS** is the maximum possible score for quality in respect of a submission, and

**W2** is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

### F.3.12 Insurance provided by the employer

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

### F.3.13 Acceptance of tender offer

**F.3.13.1** Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform

- the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under business Rescue as provided for in chapter 6 of companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **F.3.14 Prepare contract documents**

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

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

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

### **F.3.15 Complete adjudicator's contract**

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

### **F.3.16 Notice to unsuccessful tenderers**

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

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

### **F.3.17 Provide copies of the contracts**

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

### **F.3.18 Provide written reasons for actions taken**

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

### **F3.19 Transparency in the procurement process**

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

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

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

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

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering

- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

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

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

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

**F3.19.8** Records of such disclosed information must be retained for audit purposes

**KNYSNA MUNICIPALITY**

**TENDER NO. T 03 OF 2021/22**

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5 (RHEENENDAL)**

**TENDER**  
**PART 2 (OF 2) : RETURNABLE SCHEDULES**

**CONTENTS**

|             |                                        |               |
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| <b>T2.1</b> | <b>Returnable Schedules</b>            | <b>Yellow</b> |
| <b>T2.2</b> | <b>Additional Returnable Schedules</b> | <b>Yellow</b> |

**T2.1 : RETURNABLE SCHEDULES**

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

| <b>1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES</b><br><b>Failure to submit these applicable documents will result in the tender offer being disqualified from further consideration.</b> |                                                                                                                        |                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| T 2.1.1                                                                                                                                                                                                      | Authority of Signatory                                                                                                 | Tick if completed and submitted |
| T 2.1.2                                                                                                                                                                                                      | Payments of Municipal Accounts (MBD 15)                                                                                | Tick if completed and submitted |
| T 2.1.3                                                                                                                                                                                                      | Valid Tax Clearance                                                                                                    | Tick if completed and submitted |
| T 2.1.4                                                                                                                                                                                                      | Proof of Registration with Central Supplier Database                                                                   | Tick if completed and submitted |
| T 2.1.5                                                                                                                                                                                                      | Business Registration Documents                                                                                        | Tick if completed and submitted |
| T 2.1.6                                                                                                                                                                                                      | VAT Registration Certificate                                                                                           | Tick if completed and submitted |
| T 2.1.7                                                                                                                                                                                                      | Broad Based Black Economic Empowerment (BBBEE) Certificate                                                             | Tick if completed and submitted |
| T 2.1.8                                                                                                                                                                                                      | Joint Venture (JV) Agreement                                                                                           | Tick if completed and submitted |
| T 2.1.9                                                                                                                                                                                                      | Form MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017                   | Tick if completed and submitted |
| T 2.1.10                                                                                                                                                                                                     | Status of Concern Submitting Tender                                                                                    | Tick if completed and submitted |
| T 2.1.11                                                                                                                                                                                                     | Proof of Registration with the Construction Industry Development Board ( <i>in the applicable category or higher</i> ) | Tick if completed and submitted |
| T 2.1.12                                                                                                                                                                                                     | Declaration of Interest in Tender of Persons in Service of the State (MBD 4)                                           | Tick if completed and submitted |
| T 2.1.13                                                                                                                                                                                                     | Compulsory Enterprise Questionnaire (MBD 4)                                                                            | Tick if completed and submitted |
| T 2.1.14                                                                                                                                                                                                     | Declaration of Tenderer's Past Supply Chain Management (SCM) Practices (MBD 8)                                         | Tick if completed and submitted |
| T 2.1.15                                                                                                                                                                                                     | Declaration Concerning Fulfillment of the Construction Regulations, 2014                                               | Tick if completed and submitted |
| T 2.1.16                                                                                                                                                                                                     | Certificate of Independent Bid Determination (MBD 9)                                                                   | Tick if completed and submitted |
| T 2.1.17                                                                                                                                                                                                     | Declaration of Indemnity                                                                                               | Tick if completed and submitted |
| T 2.1.18                                                                                                                                                                                                     | Record of Addenda to Tender Documents                                                                                  | Tick if completed and submitted |
| T 2.1.19                                                                                                                                                                                                     | Proposed Amendments                                                                                                    | Tick if completed and submitted |
| T 2.1.20                                                                                                                                                                                                     | Schedule of Work Satisfactorily Carried out by the Tenderer for Private Clients or Organs of State                     | Tick if completed and submitted |
| T 2.1.21                                                                                                                                                                                                     | Schedule of Plant and Equipment                                                                                        | Tick if completed and submitted |
| T 2.1.22                                                                                                                                                                                                     | Schedule of Proposed Subcontractors                                                                                    | Tick if completed and submitted |
| T 2.1.23                                                                                                                                                                                                     | Certificate of Attendance at Compulsory Clarification Meeting                                                          | Tick if completed and submitted |
| T 2.1.24                                                                                                                                                                                                     | Form SBD 6.2: Declaration Certificate for Local Production and Content for Designated Sectors                          | Tick if completed and submitted |

|         |                                                      |                                 |
|---------|------------------------------------------------------|---------------------------------|
| T 2.2.1 | Financial References                                 | Tick if completed and submitted |
| C 1.1 : | Form of Offer and Acceptance                         | Tick if completed and submitted |
| C 1.2b  | Contract Data (Part 2) – Specified by the Contractor | Tick if completed and submitted |
| C 2.2   | Bill of Quantities                                   | Tick if completed and submitted |
| C 2.3   | Summary page of the Bill of Quantities               | Tick if completed and submitted |

|                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                |                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|---------------------------------|
| <b>2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT</b><br><b>Failure to submit this applicable document will result in the Tenderer having to submit same upon request within 7 calendar days and if not complied with, will result to the tender offer being disqualified from further consideration [See also clause 2.18 of the Standard Conditions of Tender]</b> |                                                |                                 |
| T 2.2.2                                                                                                                                                                                                                                                                                                                                                                                                                                      | Estimated Monthly Cash Flow                    | Tick if completed and submitted |
| T 2.2.3                                                                                                                                                                                                                                                                                                                                                                                                                                      | Personnel Schedule                             | Tick if completed and submitted |
| T 2.2.4                                                                                                                                                                                                                                                                                                                                                                                                                                      | Preliminary Program of the Works               | Tick if completed and submitted |
| T 2.2.5                                                                                                                                                                                                                                                                                                                                                                                                                                      | Company Profile                                | Tick if completed and submitted |
| T 2.2.6                                                                                                                                                                                                                                                                                                                                                                                                                                      | Contract Organogram                            | Tick if completed and submitted |
| T 2.2.7                                                                                                                                                                                                                                                                                                                                                                                                                                      | Key Personnel Assigned to the Contract         | Tick if completed and submitted |
| T 2.2.8                                                                                                                                                                                                                                                                                                                                                                                                                                      | Details of Contracts Manager                   | Tick if completed and submitted |
| T 2.2.9                                                                                                                                                                                                                                                                                                                                                                                                                                      | Details of Construction Manager                | Tick if completed and submitted |
| T 2.2.10                                                                                                                                                                                                                                                                                                                                                                                                                                     | Details of General Foreman                     | Tick if completed and submitted |
| T 2.2.11                                                                                                                                                                                                                                                                                                                                                                                                                                     | Details of Health and Safety Officer           | Tick if completed and submitted |
| T 2.2.12                                                                                                                                                                                                                                                                                                                                                                                                                                     | Company Track Record                           | Tick if completed and submitted |
| T 2.2.13                                                                                                                                                                                                                                                                                                                                                                                                                                     | Letter of good standing with Compensation Fund | Tick if completed and submitted |
| <b>3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)</b><br><b>Failure to submit this applicable document will result in the Tenderer having to submit same upon request within 7 calendar days and if not complied with, will result to the tender offer being disqualified from further consideration [See also clause 2.18 of the Standard Conditions of Tender]</b>                   |                                                |                                 |
| T 2.2.6                                                                                                                                                                                                                                                                                                                                                                                                                                      | Contract Organogram                            | Tick if completed and submitted |
| T 2.2.7                                                                                                                                                                                                                                                                                                                                                                                                                                      | Key Personnel Assigned to the Contract         | Tick if completed and submitted |
| T 2.2.8                                                                                                                                                                                                                                                                                                                                                                                                                                      | Details of Contracts Manager                   | Tick if completed and submitted |
| T 2.2.9                                                                                                                                                                                                                                                                                                                                                                                                                                      | Details of Construction Manager                | Tick if completed and submitted |
| T 2.2.10                                                                                                                                                                                                                                                                                                                                                                                                                                     | Details of General Foreman                     | Tick if completed and submitted |
| T 2.2.11                                                                                                                                                                                                                                                                                                                                                                                                                                     | Details of Health and Safety Officer           | Tick if completed and submitted |
| T 2.2.13                                                                                                                                                                                                                                                                                                                                                                                                                                     | Letter of good standing with Compensation Fund | Tick if completed and submitted |

|           |                                                                                                                                                                                                                       |                                 |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>4.</b> | <b>OTHER DOCUMENTS AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT</b><br><b>Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.</b> |                                 |
| C 1.1 :   | Form of Offer and Acceptance                                                                                                                                                                                          | Tick if completed and submitted |
| C 1.2a:   | Contract Data (Part 1) – Specified by the Employer                                                                                                                                                                    | Tick if completed and submitted |
| C 1.2b    | Contract Data (Part 2) – Specified by the Contractor                                                                                                                                                                  | Tick if completed and submitted |
| C 1.4     | Occupational Health and Safety Mandatory Agreement                                                                                                                                                                    | Tick if completed and submitted |
| C 1.5     | Disclosure Statement                                                                                                                                                                                                  | Tick if completed and submitted |
| C 2.1     | Pricing instructions                                                                                                                                                                                                  | Tick if completed and submitted |
| C 2.2     | Bill of Quantities                                                                                                                                                                                                    | Tick if completed and submitted |
| C 2.3     | Summary Page of Bill of Quantities                                                                                                                                                                                    | Tick if completed and submitted |
| T 2.1.18  | Record of Addenda to Tender Documents                                                                                                                                                                                 | Tick if completed and submitted |
| T 2.1.19  | Proposed Amendments                                                                                                                                                                                                   | Tick if completed and submitted |

### T2.1.1 : AUTHORITY OF SIGNATORY

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

| A<br>Company | B<br>Partnership | C<br>Joint Venture | D<br>Sole Proprietor | E<br>Close Corporation |
|--------------|------------------|--------------------|----------------------|------------------------|
|              |                  |                    |                      |                        |

#### A. Certificate for Company

I, ....., chairperson of the board of directors of ....., hereby confirm that by resolution of the board (copy attached) taken on ..... 20..., \*Mr/Ms ..... acting in the capacity of ..... (Position in the Enterprise), and who will sign as follows: ..... be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

#### As witnesses :

1. .... Chairperson : .....
2. .... Date : .....

|   | NAME | CAPACITY | SIGNATURE |
|---|------|----------|-----------|
| 1 |      |          |           |
| 2 |      |          |           |
| 3 |      |          |           |
| 4 |      |          |           |
| 5 |      |          |           |

#### NOTE:

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

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as .....  
..... hereby authorize \*Mr/Ms, .....  
acting in the capacity of ..... (Position in the Enterprise), and who  
will sign as follows: .....be, and is hereby, authorized to sign  
the Bid/Tender, and any and all documents and/or correspondence in connection with this  
tender and any contract resulting from it on behalf of the company.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

**NOTE:**

4. \*Delete which is not applicable
5. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
6. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**C. Certificate for Joint Venture and Consortia**

We, the undersigned, are submitting this tender offer in a Joint Venture / Consortium and  
hereby authorize \*Mr/Ms, .....acting in the capacity of lead  
partner, and who will sign as follows: .....be, and is hereby,  
authorized to sign the Bid/Tender, and any and all documents and/or correspondence in  
connection with this tender and any contract resulting from it on behalf of the company.

This authorization is evidenced by the attached power of attorney signed by legally authorized  
signatories of all the partners to the Joint Venture / Consortium.

| NAME OF FIRM | Lead<br>Partner<br>(X) | ADDRESS | % of<br>Contract<br>Value | AUTHORISING<br>SIGNATURE,<br>NAME & CAPACITY |
|--------------|------------------------|---------|---------------------------|----------------------------------------------|
|              |                        |         |                           |                                              |
|              |                        |         |                           |                                              |
|              |                        |         |                           |                                              |
|              |                        |         |                           |                                              |

#### D. Certificate for Sole Proprietor

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

##### As witnesses :

- |    |  |                          |  |
|----|--|--------------------------|--|
| 1. |  | Signature : Sole owner : |  |
| 2. |  | Date :                   |  |

#### E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as .....  
..... hereby authorize \*Mr/Mrs .....  
acting in the capacity of ..... , (Position in the Enterprise), and who will sign as follows:  
.....be, and is hereby, authorized to sign the Bid/Tender, and any and  
all documents and/or correspondence in connection with this tender and any contract resulting  
from it on behalf of the company.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

##### NOTE:

7. \* Delete which is not applicable
8. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
9. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**T2.1.2 : PAYMENT OF MUNICIPAL ACCOUNTS (MBD 15)****KNYSNA MUNICIPALITY**  
**CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

(To be signed in the presence of a Commissioner of Oaths)

**I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:****(name of the enterprise)**

I hereby acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Knysna Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

To the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards any **Municipality** in respect of which payment is overdue for more than 30 days;

**PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER****MUNICIPAL ACCOUNT NUMBER****FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:**

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

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

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

**MBD 15**

|                                                                                                                                                                                                                                                                                                                                                      |  |              |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------|--|
| Therefore hereby agrees and authorises the Knysna Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and                                                                                                                                              |  |              |  |
| I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract. |  |              |  |
| <b>NAME OF ENTERPRISE</b>                                                                                                                                                                                                                                                                                                                            |  |              |  |
| <b>NAME (PRINT)</b>                                                                                                                                                                                                                                                                                                                                  |  |              |  |
| <b>CAPACITY</b>                                                                                                                                                                                                                                                                                                                                      |  |              |  |
| <b>SIGNATURE</b>                                                                                                                                                                                                                                                                                                                                     |  | <b>DATE:</b> |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <p align="center"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____, 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p> | <p align="center"><b>Apply official stamp of authority on this page:</b></p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|

**The tenderer is referred to the added Clause F3.13 of the Conditions of tender:**

Accept that no contract will be awarded to a tenderer who is in arrears for more than three months (or who fails to make suitable arrangements to settle the arrears) in respect of municipal rates and other charges due to any municipality.

### T2.1.3 : VALID TAX CLEARANCE

In terms of Clause 14(1)(b) of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes.

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

1. The tenderer must submit a Tax Compliance Status PIN to allow Supply Chain Management to verify the real-time compliance status.

|                           |       |
|---------------------------|-------|
| Tax Compliance Status PIN | ..... |
|---------------------------|-------|

|                           |       |
|---------------------------|-------|
| Tax Compliance Status PIN | ..... |
|---------------------------|-------|

2. In the case of a joint venture between two or more firms, the tenderer shall attach the PIN for each of the joint venture partners.
3. Copies of the TCC 001 form are available from any SARS branch office nationally or on the website, [www.sars.gov.za](http://www.sars.gov.za)
4. Applications for the TCC may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website, [www.sars.gov.za](http://www.sars.gov.za).
5. The above requirements are also applicable to foreign bidders / individuals who wish to submit bids.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**T2.1.4 : PROOF OF REGISTRATION WITH THE  
CENTRAL SUPPLIER DATABASE (CSD)**

All businesses and suppliers wishing to conduct business with the Knysna Municipality must register on the Central's Supplier Database.

The tenderers must attach to this page a copy of their confirmation of registration, or proof of application submitted.

In the case of a joint venture, the joint venture must be registered on the Central Supplier Database.

Name of Contractor : .....

Central Supplier Database Number : .....

Supplier Commodity : .....

Delivery Location : .....

### **T2.1.5 : BUSINESS REGISTRATION DOCUMENTS**

Attach as part of your tender submission proof of valid registration to the companies and intellectual property commission documents of incorporation of company, close corporation, partnership, sole proprietor or a joint venture.

In the case of a joint venture, the tenderer shall include all the documents of all the entities involved in the joint venture.

Sole proprietors are exempted and are only required to submit a copy of their identification document and bidders tax clearance certificate.

Signed by Tenderer .....

### **T2.1.6 : VAT REGISTRATION CERTIFICATE**

Tenderers must attach hereto a copy of their VAT registration as proof that they are a VAT vendor. In the case of a joint venture a VAT registration certificate must be submitted for the registered joint venture.

Signed by Tenderer .....

### **T2.1.7 : BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE) CERTIFICATE**

1. The tenderer shall attach to this form a valid original or original certified copy of the B-BBEE verification certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry.
2. In the case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE) where a sworn affidavit is submitted, the sworn affidavit provided by the Department of Trade and Industry, and published on their website, can be used as the format.
3. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be attached, as well as a valid B-BBEE verification certificate for each member of the JV.
4. The attached verification certificate and the associated assessment report shall comply with the requirements of Tender Data clause 5.11.8 and shall identify:
  - (a) The name and domicilium citandi et executandi of the tenderer.
  - (b) The registration and VAT number of the tenderer.
  - (c) The dates of granting of the B-BBEE score and the period of validity.
  - (d) The expiry date of the verification certificate.
  - (e) A unique identification number.
  - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
  - (g) The name and/or mark/logo of the B-BBEE verification agency or registered auditor.
  - (h) The category (Generic, QSE, Exempt) in which the tenderer has been measured.
  - (i) The B-BBEE status level.
  - (j) The South African National Accreditation System (SANAS) logo on the verification certificate once verification agencies have been accredited.
  - (k) The B-BBEE procurement recognition level.
  - (l) The score achieved per B-BBEE element.
  - (m) The % black shareholding.
  - (n) The % black women shareholding.
  - (o) The % black persons with disabilities shareholding
  - (p) The % black youth shareholding
  - (q) The % black people living in rural or underdeveloped areas or townships shareholding
  - (r) The % black military veterans shareholding
  - (s) The value added status of the tenderer.
5. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected verification agency or registered auditor and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

T2.1.8 : JOINT VENTURE (JV) AGREEMENT

Tenderers must attach hereto a signed copy of the joint venture agreement, if applicable.

Signed by Tenderer .....

## T2.1.9 : FORM MBD 6.1 : PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

|                                                          | Points     |
|----------------------------------------------------------|------------|
| <b>Price</b>                                             |            |
| <b>B-BBEE status level of contributor</b>                |            |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

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

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

### 2. DEFINITIONS

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

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

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

2.4 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- 2.5 “EME” means and Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act,
- 2.6 “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents
- 2.7 “**prices**” includes all applicable taxes less all unconditional discounts;
- 2.8 “**proof of B-BBEE status level of contributor**” means
- 1) B-BBEE status level certificate issued by an authorised body or person,
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act
- 2.9 “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act,
- 2.10 “**rand value**” mean the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes

### 3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

- $P_s$  = Points scored for comparative price of bid under consideration
- $P_t$  = Comparative price of bid under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid

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

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

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

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: ..... = ..... (Maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor).

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted? (In addition to EME's supplied by Knysna)

| Yes | No |
|-----|----|
|     |    |

### 7.1.1 If yes, indicate:

- (i) What percentage of the contract will be subcontracted? ..... %  
(ii) The name of the sub-contractor(s)?

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

(iii) The B-BBEE status level of the sub-contractor(s)?

.....

.....

.....

.....

.....

(iv) Is the sub-contractor(s) an EME or QSE?

| Yes | No |
|-----|----|
|     |    |

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

| Designated Group<br>(EME/QSE or which is at least 51% owned by: | EME<br>(mark with x) | QSE<br>(mark with x) |
|-----------------------------------------------------------------|----------------------|----------------------|
| Black people                                                    |                      |                      |
| Black people who are youth                                      |                      |                      |
| Black people who are women                                      |                      |                      |
| Black people with disabilities                                  |                      |                      |
| Black people living in rural or underdeveloped areas/townships  |                      |                      |
| Cooperative owned by black people                               |                      |                      |
| Black people who are military veterans                          |                      |                      |
| or                                                              |                      |                      |
| EME                                                             |                      |                      |
| QSE                                                             |                      |                      |

**8 DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number : .....

8.3 Company registration number : .....

8.4 TYPE OF COMPANY/ FIRM  
[Tick applicable box]

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

## 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

## 8.6 COMPANY CLASSIFICATION

[Tick applicable box]

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

## 8.7 MUNICIPAL INFORMATION

Municipality where business is situated : .....

Registered Account Number : .....

Stand Number : .....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

**WITNESSES:**

1. ....

2. ....

|                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------|
| <p>.....</p> <p>SIGNATURE(S) OF BIDDER(S)</p> <p>DATE: .....</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |
|--------------------------------------------------------------------------------------------------------------------------------------|

**T2.1.10 : STATUS OF CONCERN SUBMITTING TENDER****1. General**

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

(Mark the appropriate option below)

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture

Co-operative

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
|  |

**2. Information To Be Provided**

| If the Tendering Entity is a: |                                                                                                                                                                                                                              | Documentation to be submitted with the tender                                                                                                                                                          |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b>                      | <u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984.                                                                                                                              | CIPRO CK1 or CK2 (Copies of the founding statement) and list of members.                                                                                                                               |
| <b>2</b>                      | <u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973.<br>(Including Companies incorporated under Art 53 (b)).                                                               | Copies of:<br>a) CIPRO CM 1 - Certificate of Incorporation<br>b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers<br>c) Shareholders Certificates of all Members of the Company. |
| <b>3</b>                      | <u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital. | Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.                                                                                       |
| <b>4</b>                      | <u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973<br>(Including Companies incorporated under Art 21)                                                                      | A signed statement of the Company's Secretary confirming that the Company is a public Company.<br><br>Copy of CM 29.                                                                                   |
| <b>5</b>                      | Sole Proprietary or a Partnership                                                                                                                                                                                            | <u>Copy of the Identity Document of:</u><br>a) Such Sole Proprietary, or<br>b) Each of the Partners in the Partnership<br>Copy of the Partnership agreement.                                           |

| If the Tendering Entity is a: |               | Documentation to be submitted with the tender                                                                                                                                                                                                                                                  |
|-------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6                             | Co-operative  | CIPRO CR2 - Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017). |
| 7                             | Joint Venture | All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).                            |

**Note:**

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

**3. Registered for Vat Purposes in Terms of the Value-Added Tax Act, (Act No. 89 of 1991)**

(Make an X in the appropriate space below)

Yes

☐

No

☐

Registration number:

.....

**T2.1.11 : PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY  
DEVELOPMENT BOARD (CIDB)**

Tenderers shall attach to this page, proof of Registration with the Construction Industry Development Board, or other such documentation which records the Tenderer's name, CIDB grading and CRS number for verification by the municipality.

|                |       |
|----------------|-------|
| CRS number (1) | ..... |
|----------------|-------|

|                |       |
|----------------|-------|
| CRS number (2) | ..... |
|----------------|-------|

Signed..... Date .....

Name ..... Position .....

Tenderer .....

**T2.1.12 : DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE  
(MBD 4)**

1. Where the tenderer is a natural person, state / declare whether the tenderer or an employee of the tenderer is in the service of the state, or has been in the service of the state during the past twelve months.

(Tick)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

If so, state particulars:

.....  
If so and where applicable, state the date of resignation:

.....

2. Where the tenderer is not a natural person, state / declare whether any of its directors, managers, principal shareholders or stakeholders is in the service of the state, or have been in the service of the state during the past twelve months.

(Tick)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

If so, state particulars:

.....

3. State / declare whether a spouse, child or parent of the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is in the service of the state, or have been in the service of the state during the past twelve months.

(Tick)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

If so, state particulars:

.....

4. State / declare whether the tenderer or any of its directors, managers, shareholders, stakeholders or employees referred to in subparagraph 2 is a person who is an advisor or consultant contracted with the municipality or municipal entity.

(Tick)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

If so, state particulars:

.....

5. State / declare whether the tenderer or any of its directors, managers, shareholders, stakeholders or employees referred to in subparagraph 2 is involved in another entity for this particular tender.

(Tick)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

If so, state particulars:

.....

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

Signed .....

Date .....

Name .....

Position .....

Tenderer.....

**T2.1.13 : COMPULSORY ENTERPRISE QUESTIONNAIRE (MBD 4)**

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

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

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

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

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

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record 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:

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

**If any of the above boxes are marked, disclose the following:** (insert separate page if necessary)

| 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:

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

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

\* Insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that 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;
- 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.

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

### T2.1.14 : DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

1. This form serves as a declaration to be used by the Employer 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.
2. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
  - a. abused the Municipality's / Municipal entity's supply chain management system or been guilty of 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, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being disqualified.

| ITEM | QUESTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | RESPONSE<br>(TICK) |  |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--|
|      | <b>Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?</b><br><br>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)                                                                                                                           | Yes                |  |
|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | No                 |  |
|      | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |  |
| 4.2  | <b>Is the Tenderer 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, 2004 (Act 12 of 2004)?</b><br><br>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445) | Yes                |  |
|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | No                 |  |
|      | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |  |

|                             |                                                                                                                                                                                                                                             |     |  |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--|
| 4.3                         | <b>Was the Tenderer 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?</b>                                             | Yes |  |
|                             |                                                                                                                                                                                                                                             | No  |  |
| If so, furnish particulars: |                                                                                                                                                                                                                                             |     |  |
| 4.4                         | <b>Was any contract between the Tenderer 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?</b>                     | Yes |  |
|                             |                                                                                                                                                                                                                                             | No  |  |
| If so, furnish particulars: |                                                                                                                                                                                                                                             |     |  |
| 4.5                         | <b>Does the tenderer 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?</b> | Yes |  |
|                             |                                                                                                                                                                                                                                             | No  |  |
| If so, furnish particulars: |                                                                                                                                                                                                                                             |     |  |

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

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## T2.1.15 : DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

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

Tenderers shall answer the questions below:

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

(Tick)

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

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. List 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  |  |

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

1. ....

ID NO: .....

(Name in Print): .....

2. ....

ID NO: .....

(Name in Print): .....

### **T2.1.16 : CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

I, the undersigned, in submitting the accompanying bid:

.....  
(Contract number and title)

In response to the invitation for the bid made by:

.....  
(Name of Municipality)

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

I certify, on behalf of: ....., that:

(Name of bidder)

1. I have read and I understand the contents of this certificate;
2. I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) Has been requested to submit a bid in response to this bid invitation;
  - b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture consortium \* will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) Prices;
  - b) Geographical area where product or service will be rendered (market allocation)
  - c) Methods, factors or formulas used to calculate prices
  - d) The intention or decision to submit or not to submit, a bid;
  - e) The submission of a bid which does not meet the specifications and conditions of the bid; or

f) Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

\*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.

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.

Signed .....

Date .....

Name .....

Position .....

Tenderer.....

### T2.1.17 : DECLARATION OF INDEMNITY

I, ....., the undersigned for an on behalf of ..... (herein referred to as “the Contractor”) indemnify and safeguard the Knysna Municipality and its Employees against all action, suits, proceedings, claims, demands, costs and expenses whatsoever which may be instituted, brought or sent, or may be incurred or be payable by the Council arising out of or in connection with any damage, death or injury caused or alleged to have been caused by or as a result of any act, omission by the contractor and/or the Contractors Employees or Employees arising out of work done in connection with or arising out of the following contract.

Contract number : .....  
Contract description : .....  
: .....  
: .....  
: .....

Full name and Surname: ..... Signature: .....

Place: ..... Date: .....

Capacity: .....

For and on behalf of: .....

To completed by a Commissioner of Oath:

I hereby declare that the above Declaration was made before me.

Full Name and Surname of Commissioner of Oath: .....

ID number: .....

Signature: .....

**T2.1.18 : RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

| No. | Date | Title or Details |
|-----|------|------------------|
| 1.  |      |                  |
| 2.  |      |                  |
| 3.  |      |                  |
| 4.  |      |                  |
| 5.  |      |                  |
| 6.  |      |                  |
| 7.  |      |                  |
| 8.  |      |                  |
| 9.  |      |                  |
| 10. |      |                  |
| 11. |      |                  |
| 12. |      |                  |
| 13. |      |                  |
| 14. |      |                  |
| 15. |      |                  |

Attach additional pages if more space is required.

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

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## T2.1.19 : PROPOSED AMENDMENTS

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

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

| Page | Clause or item | Proposal |
|------|----------------|----------|
|      |                |          |

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**T2.1.20 : SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR  
PRIVATE CLIENTS OR ORGANS OF STATE**

*(Organs of State include any Local, Provincial or National Government Authority)*

The following is a statement of similar work successfully executed by myself/ourselves:

| Employer, contact person and telephone number | Description of Contract | Value of Work Inclusive of VAT (Rand) | Date Completed |
|-----------------------------------------------|-------------------------|---------------------------------------|----------------|
|                                               |                         |                                       |                |

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

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## T2.1.21 : SCHEDULE OF PLANT AND EQUIPMENT

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

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

| Quantity | Description, Size, Capacity, etc |
|----------|----------------------------------|
|          |                                  |

Attach additional pages if more space is required.

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

| Quantity | Description, Size, Capacity, etc. |
|----------|-----------------------------------|
|          |                                   |

Attach additional pages if more space is required.

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

Signed..... Date .....

Name ..... Position .....

Tenderer .....

## T2.1.22 : SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following subcontractors to work on the contract.

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

| No. | Name and address of proposed subcontractor | Nature and extent of work | Previous experience with subcontractor |
|-----|--------------------------------------------|---------------------------|----------------------------------------|
| 1.  |                                            |                           |                                        |
| 2.  |                                            |                           |                                        |
| 3.  |                                            |                           |                                        |
| 4.  |                                            |                           |                                        |
| 5.  |                                            |                           |                                        |
| 6.  |                                            |                           |                                        |
| 7.  |                                            |                           |                                        |

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

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**T2.1.23 : CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING**

This is to certify that

..... (Tenderer)

of ..... (address)

.....

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

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

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

In addition to the above, I specifically herewith declare that I will conduct a thorough site inspection prior to pricing and submitting a tender for this contract.

By submitting a tender for this contract, the Knysna Municipality deemed that you are well acquainted with the work scope and site conditions of this contract, and has therefore submitted realistic work item rates to execute the work accordingly.

Particulars of person attending the clarification meeting:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

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

Name ..... Signature .....

Capacity ..... Date & Time .....

## T2.1.24 : FORM SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(1) prescribes that in the case of (a) designated sectors, sub-sector or industry or product in accordance with national development and industrial policies for local production and content, where only locally produced services or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content, taking into account economic and other relevant factors; and (b) stipulate a minimum threshold for local production and content
- 1.3. where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.4. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial-development/ip.jsp> at no cost.**

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

### 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

Description of services, works or goods

Stipulated minimum threshold

**Steel value added products**

**100%**

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

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

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

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

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

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

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

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

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

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution): .....  
NB

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

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

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

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE BIDDER: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS No. 1 : \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS No. 1 : \_\_\_\_\_

DATE: \_\_\_\_\_

## SATS 1286.2011

## Local Content Declaration - Summary Schedule

**Note: VAT to be excluded from all calculations**

US\$  EU  GBP

[illegible]

|                                                         |     |   |
|---------------------------------------------------------|-----|---|
| (C20) Total tender value                                | R 0 |   |
| (C21) Total Exempt imported content                     | R 0 |   |
| (C22) Total Tender value net of exempt imported content | R 0 |   |
| (C23) Total Imported content                            |     | R |
| (C24) Total local content                               |     | R |
| (C25) Average local content % of tender                 |     |   |

Date: \_\_\_\_\_

## Annex D (page 1 of 2)

SATS 1286.2011

## Imported Content Declaration - Supporting Schedule to Annex C

**Note:** VAT to be excluded from all calculations

(D1) **Tender No.** T03 of 2021/22  
 (D2) **Tender description:** SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)  
 (D3) **Designated Products:** STEEL VALUE ADDED PRODUCTS  
 (D4) **Tender Authority:** KNYSNA MUNICIPALITY  
 (D5) **Tendering Entity name:**  
 (D6) **Tender Exchange Rate:** US\$  EU  GBP

## A. Exempted imported content

## Calculation of imported content

## Summary

| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Exempted imported value |
|------------------|---------------------------------|----------------|-------------------|--------------------------------------------------|----------------------|------------------------|--------------------------------|---------------------------------------------|----------------------------|------------|-------------------------|
| (D7)             | (D8)                            | (D9)           | (D10)             | (D11)                                            | (D12)                | (D13)                  | (D14)                          | (D15)                                       | (D16)                      | (D17)      | (D18)                   |
|                  |                                 |                |                   |                                                  |                      |                        |                                |                                             |                            |            |                         |
|                  |                                 |                |                   |                                                  |                      |                        |                                |                                             |                            |            |                         |
|                  |                                 |                |                   |                                                  |                      |                        |                                |                                             |                            |            |                         |

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

## B. Imported directly by the Tenderer

## Calculation of imported content

## Summary

| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Total imported value |
|------------------|---------------------------------|-----------------|-------------------|--------------------------------------------------|-------------------------|------------------------|--------------------------------|---------------------------------------------|----------------------------|------------|----------------------|
| (D20)            | (D21)                           | (D22)           | (D23)             | (D24)                                            | (D25)                   | (D26)                  | (D27)                          | (D28)                                       | (D29)                      | (D30)      | (D31)                |
|                  |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |            |                      |
|                  |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |            |                      |
|                  |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |            |                      |
|                  |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |            |                      |
|                  |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |            |                      |
|                  |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |            |                      |
|                  |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |            |                      |
|                  |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |            |                      |

(D32) Total imported value by tenderer R 0

## Annex D (page 2 of 2)

### C. Imported by a 3rd party and supplied to the Tenderer

|                                         |                 |                |                   | Calculation of imported content                  |                         |                        |                                |                                             |                            | Summary           |                      |
|-----------------------------------------|-----------------|----------------|-------------------|--------------------------------------------------|-------------------------|------------------------|--------------------------------|---------------------------------------------|----------------------------|-------------------|----------------------|
| Description of imported content         | Unit of measure | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Quantity imported | Total imported value |
| (D33)                                   | (D34)           | (D35)          | (D36)             | (D37)                                            | (D38)                   | (D39)                  | (D40)                          | (D41)                                       | (D42)                      | (D43)             | (D44)                |
|                                         |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                   |                      |
|                                         |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                   |                      |
|                                         |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                   |                      |
|                                         |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                   |                      |
|                                         |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                   |                      |
|                                         |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                   |                      |
| (D45) Total imported value by 3rd party |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                   | R 0                  |

### D. Other foreign currency payments

|                                                                                          |                                   |                      | Calculation of foreign currency payments |                         | Summary of payments     |     |
|------------------------------------------------------------------------------------------|-----------------------------------|----------------------|------------------------------------------|-------------------------|-------------------------|-----|
| Type of payment                                                                          | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid              | Tender Rate of Exchange | Local value of payments |     |
| (D46)                                                                                    | (D47)                             | (D48)                | (D49)                                    | (D50)                   | (D51)                   |     |
|                                                                                          |                                   |                      |                                          |                         |                         |     |
|                                                                                          |                                   |                      |                                          |                         |                         |     |
|                                                                                          |                                   |                      |                                          |                         |                         |     |
|                                                                                          |                                   |                      |                                          |                         |                         |     |
| (D52) Total of foreign currency payments declared by tenderer and/or 3rd party           |                                   |                      |                                          |                         |                         |     |
| (D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above |                                   |                      |                                          |                         |                         | R 0 |

Signature of tenderer from Annex B

Date:

This total must correspond with Annex C - C 23

SATS 1286.2011

## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1) **Tender No.** T03 of 2021/22  
(E2) **Tender description:** SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)  
(E3) **Designated products:** STEEL VALUE ADDED PRODUCTS  
(E4) **Tender Authority:** KNYSNA MUNICIPALITY  
(E5) **Tendering Entity name:**

**Note:** VAT to be excluded from all calculations

| Local Products (Goods, Services and Works)            | Description of items purchased | Local suppliers | Value |
|-------------------------------------------------------|--------------------------------|-----------------|-------|
|                                                       | (E6)                           | (E7)            | (E8)  |
|                                                       |                                |                 |       |
|                                                       |                                |                 |       |
|                                                       |                                |                 |       |
|                                                       |                                |                 |       |
|                                                       |                                |                 |       |
| (E9) Total local products (Goods, Services and Works) |                                |                 | R 0   |

(E10) **Manpower costs** ( Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) **Total local content** R 0

**Signature of tenderer from Annex B**

This total must correspond with Annex C - C24

Date: .....

**T2.2.1 : FINANCIAL REFERENCES**

The tenderer shall attach to this form a letter from the bank at which he/she declares he/she conducts his/her account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the submission may render the tenderer's offer unresponsive in terms of the tender condition F3.8.

The tenderers banking details as they appear below shall be completed.

In the event that the tenderer is a joint venture enterprise, details of all members of the joint venture shall be similarly provided and attached to this form.

| Description                                              | Details |
|----------------------------------------------------------|---------|
| Name of account holder                                   |         |
| Account number                                           |         |
| Name of bank                                             |         |
| Branch name                                              |         |
| Branch code                                              |         |
| Bank rating<br>(current rating, attach letter from bank) |         |
| Bank and branch details                                  |         |

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**T2.2.2 : ESTIMATED MONTHLY CASH-FLOW**

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme, his tendered unit rates and submission of his Payment certificate to the Employer. The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

| Payment Certificate No.                                                                           | Amount (VAT Included) |             |     |               |       |                      |
|---------------------------------------------------------------------------------------------------|-----------------------|-------------|-----|---------------|-------|----------------------|
|                                                                                                   | a                     | b           | a-b |               |       | Cumulative cash flow |
|                                                                                                   | Payments Received     | Expenditure |     | Net cash flow |       |                      |
| 1                                                                                                 | None                  |             | d   |               | j=d   |                      |
| 2                                                                                                 |                       |             | e   |               | k=j+e |                      |
| 3                                                                                                 |                       |             | f   |               | l=k+f |                      |
| 4                                                                                                 |                       |             | g   |               | m=l+g |                      |
| 5                                                                                                 |                       |             | h   |               | n=m+h |                      |
| 6                                                                                                 |                       |             | etc |               | etc   |                      |
| 23                                                                                                |                       |             |     |               |       |                      |
| 24                                                                                                |                       |             |     |               |       |                      |
| Maximum negative cash flow: take the largest negative number in the last column and write it here |                       |             |     |               |       |                      |

From what sources will you fund the above amount (e.g. funds internally available, bank overdraft, loan, partner (his source), etc.) .....

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**T2.2.3 : PERSONNEL SCHEDULE**

Tenderer to insert number of personnel he proposes employing on this contract

| <b>Job Description</b> | <b>Permanent Staff</b> | <b>Temporary staff from local community</b> |
|------------------------|------------------------|---------------------------------------------|
| Contract Manager       |                        |                                             |
| Construction Manager   |                        |                                             |
| Quantity Surveyor      |                        |                                             |
| Surveyors              |                        |                                             |
| Roadworks Foreman      |                        |                                             |
| Civil Works Foremen    |                        |                                             |
| Surfacing Foremen      |                        |                                             |
| Clerks                 |                        |                                             |
| Operators              |                        |                                             |
| Bricklayers            |                        |                                             |
| Learner Bricklayers    |                        |                                             |
| Steel fixers           |                        |                                             |
| Watchmen               |                        |                                             |
| Gang Bosses            |                        |                                             |
| Pipe Layers            |                        |                                             |
| Labourers              |                        |                                             |
| * Other                |                        |                                             |
| * Other                |                        |                                             |
| * Other                |                        |                                             |
| * Other                |                        |                                             |
| * Other                |                        |                                             |
| * Other                |                        |                                             |
| * Other                |                        |                                             |
| * Other                |                        |                                             |
| * Other                |                        |                                             |

\* To be filled in by Tenderer

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

T2.2.4 : PRELIMINARY PROGRAM OF THE WORKS

The tenderer must attach to this page the preliminary program of the works.

Signed by Tenderer .....

T2.2.5 : COMPANY PROFILE

The tenderer must attach to this page the company profile.

Signed by Tenderer .....

### **T2.2.6 : CONTRACT ORGANOGRAM**

The tenderer must attach to this page the organogram for the contract of the personnel he intends using.

Signed by Tenderer .....

**T2.2.7 : KEY PERSONNEL ASSIGNED TO THE CONTRACT**

Curriculum vitae (CV) in the specified format and certified qualifications must be submitted for each of the key personnel proposed in the table below. The CV must specifically include the qualifications, years of experience, courses completed and experience in roads construction projects of a similar scope, size and nature. Contactable referees must also be provided.

Each key person shall be cross referenced to and labelled to correspond to the organogram as per schedule T2.2.6 so as to indicate which role the person in question is proposed to fulfil in the Contract.

| Job Description                                                                                      | Full Name | Qualification | Years of Experience |
|------------------------------------------------------------------------------------------------------|-----------|---------------|---------------------|
| Contracts Manager                                                                                    |           |               |                     |
| Construction Manager<br>(contractors representative<br>in terms of clause 4.12.2<br>of the GCC 2015) |           |               |                     |
| General Foreman                                                                                      |           |               |                     |
| Health and Safety Officer                                                                            |           |               |                     |
| *other                                                                                               |           |               |                     |

\* - To be filled in by Tenderer

Note that only CV's in the specified format will be evaluated for functionality. Should the CV's not be supplied in the required format then the tenderers bid may be deemed non-responsive.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

### **T2.2.8 : DETAILS OF CONTRACTS MANAGER**

The tenderer shall attach to the page the Curriculum vitae (CV) as per the format below, and certified qualifications as stipulated in the Tender Data for the Contracts Manager.

All experience by the proposed contracts manager must be shown. Refer paragraph 4 of the Tender Data for the minimum requirements. Relevant experience as a contracts manager must be highlighted.

Note that only CV's in the specified format will be evaluated for functionality. Should the CV's not be supplied in the required format then the tenderers bid may be deemed non-responsive.

| CURRICULUM VITAE (CV) FORMAT           |               |              |                  |               |
|----------------------------------------|---------------|--------------|------------------|---------------|
| Name                                   |               |              |                  |               |
| Surname                                |               |              |                  |               |
| Position                               |               |              |                  |               |
| Nationality                            |               |              |                  |               |
| Marital Status                         |               |              |                  |               |
| Highest Educational Qualification      |               |              |                  |               |
| Years in Construction                  |               |              |                  |               |
| Years at current Employer              |               |              |                  |               |
| Professional Status & Registration No. |               |              |                  |               |
| Profile Summary                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
| Key areas of Experience / Skills       |               |              |                  |               |
| 1.                                     |               |              |                  |               |
| 2.                                     |               |              |                  |               |
| 3.                                     |               |              |                  |               |
| 4.                                     |               |              |                  |               |
| 5.                                     |               |              |                  |               |
| 6.                                     |               |              |                  |               |
| 7.                                     |               |              |                  |               |
| Work Experience                        |               |              |                  |               |
| Year completed                         | Position held | Project type | Project Duration | Project Value |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
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|                                        |               |              |                  |               |
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|                                        |               |              |                  |               |

Signed by Tenderer .....

### **T2.2.9 : DETAILS OF CONSTRUCTION MANAGER**

The tenderer shall attach to the page the Curriculum vitae (CV) as per the format below, and certified qualifications as stipulated in the Tender Data for the Construction Manager.

All experience by the proposed construction manager must be shown. Refer paragraph 4 of the Tender Data for the minimum requirements. Relevant experience as a construction manager must be highlighted.

Note that only CV's in the specified format will be evaluated for functionality. Should the CV's not be supplied in the required format then the tenderers bid may be deemed non-responsive.

| CURRICULUM VITAE (CV) FORMAT           |               |              |                  |               |
|----------------------------------------|---------------|--------------|------------------|---------------|
| Name                                   |               |              |                  |               |
| Surname                                |               |              |                  |               |
| Position                               |               |              |                  |               |
| Nationality                            |               |              |                  |               |
| Marital Status                         |               |              |                  |               |
| Highest Educational Qualification      |               |              |                  |               |
| Years in Construction                  |               |              |                  |               |
| Years at current Employer              |               |              |                  |               |
| Professional Status & Registration No. |               |              |                  |               |
| Profile Summary                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
| Key areas of Experience / Skills       |               |              |                  |               |
| 1.                                     |               |              |                  |               |
| 2.                                     |               |              |                  |               |
| 3.                                     |               |              |                  |               |
| 4.                                     |               |              |                  |               |
| 5.                                     |               |              |                  |               |
| 6.                                     |               |              |                  |               |
| 7.                                     |               |              |                  |               |
| Work Experience                        |               |              |                  |               |
| Year completed                         | Position held | Project type | Project Duration | Project Value |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |

Signed by Tenderer .....

## **T2.2.10 : DETAILS OF GENERAL FOREMAN**

The tenderer shall attach to the page the Curriculum vitae (CV) as per the format below, and certified qualifications as stipulated in the Tender Data for the General Foreman.

All experience by the proposed construction manager must be shown. Refer paragraph 4 of the Tender Data for the minimum requirements. Relevant experience as a construction Foreman must be highlighted.

Note that only CV's in the specified format will be evaluated for functionality. Should the CV's not be supplied in the required format then the tenderers bid may be deemed non-responsive.

| CURRICULUM VITAE (CV) FORMAT           |               |              |                  |               |
|----------------------------------------|---------------|--------------|------------------|---------------|
| Name                                   |               |              |                  |               |
| Surname                                |               |              |                  |               |
| Position                               |               |              |                  |               |
| Nationality                            |               |              |                  |               |
| Marital Status                         |               |              |                  |               |
| Highest Educational Qualification      |               |              |                  |               |
| Years in Construction                  |               |              |                  |               |
| Years at current Employer              |               |              |                  |               |
| Professional Status & Registration No. |               |              |                  |               |
| Profile Summary                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
| Key areas of Experience / Skills       |               |              |                  |               |
| 1.                                     |               |              |                  |               |
| 2.                                     |               |              |                  |               |
| 3.                                     |               |              |                  |               |
| 4.                                     |               |              |                  |               |
| 5.                                     |               |              |                  |               |
| 6.                                     |               |              |                  |               |
| 7.                                     |               |              |                  |               |
| Work Experience                        |               |              |                  |               |
| Year completed                         | Position held | Project type | Project Duration | Project Value |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
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|                                        |               |              |                  |               |

Signed by Tenderer .....

### **T2.2.11 : DETAILS OF HEALTH AND SAFETY OFFICER**

The tenderer shall attach to the page the Curriculum vitae (CV) as per the format below, and certified qualifications as stipulated in the Tender Data for the Health and Safety Officer.

All experience by the proposed construction manager must be shown. Refer paragraph 4 of the Tender Data for the minimum requirements. Relevant experience as a Health and Safety Officer must be highlighted.

Note that only CV's in the specified format will be evaluated for functionality. Should the CV's not be supplied in the required format then the tenderers bid may be deemed non-responsive.

| CURRICULUM VITAE (CV) FORMAT           |               |              |                  |               |
|----------------------------------------|---------------|--------------|------------------|---------------|
| Name                                   |               |              |                  |               |
| Surname                                |               |              |                  |               |
| Position                               |               |              |                  |               |
| Nationality                            |               |              |                  |               |
| Marital Status                         |               |              |                  |               |
| Highest Educational Qualification      |               |              |                  |               |
| Years in Construction                  |               |              |                  |               |
| Years at current Employer              |               |              |                  |               |
| Professional Status & Registration No. |               |              |                  |               |
| Profile Summary                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
| Key areas of Experience / Skills       |               |              |                  |               |
| 1.                                     |               |              |                  |               |
| 2.                                     |               |              |                  |               |
| 3.                                     |               |              |                  |               |
| 4.                                     |               |              |                  |               |
| 5.                                     |               |              |                  |               |
| 6.                                     |               |              |                  |               |
| 7.                                     |               |              |                  |               |
| Work Experience                        |               |              |                  |               |
| Year completed                         | Position held | Project type | Project Duration | Project Value |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |
|                                        |               |              |                  |               |

Signed by Tenderer .....

**T2.2.12 : COMPANY TRACK RECORD**

The Tenderer shall attach hereto a Company Track Record of roads construction projects of a similar scope, size and nature completed in the past 10 years with a minimum award value of R 3,000,000.00. The Tenderer shall state details of the Contract as stipulated in the table below, as well as referee names, contact details and certificates of completion.

| <b>EMPLOYER</b><br>(Name, Tel No, e-mail) | <b>CONSULTING ENGINEER</b><br>(Name, Tel No, e-mail) | <b>NATURE OF WORK / PROJECT TYPE</b> | <b>CONTRACT VALUE</b><br>(Min of R3m) | <b>YEAR COMPLETED</b><br>(After Jan 2011) |
|-------------------------------------------|------------------------------------------------------|--------------------------------------|---------------------------------------|-------------------------------------------|
|                                           |                                                      |                                      |                                       |                                           |
|                                           |                                                      |                                      |                                       |                                           |
|                                           |                                                      |                                      |                                       |                                           |
|                                           |                                                      |                                      |                                       |                                           |
|                                           |                                                      |                                      |                                       |                                           |
|                                           |                                                      |                                      |                                       |                                           |
|                                           |                                                      |                                      |                                       |                                           |

Signed by Tenderer .....

| <b>EMPLOYER</b><br>(Name, Tel No, e-mail) | <b>CONSULTING ENGINEER</b><br>(Name, Tel No, e-mail) | <b>NATURE OF WORK / PROJECT TYPE</b> | <b>CONTRACT VALUE</b><br>(Min of R3m) | <b>YEAR COMPLETED</b><br>(After Jan 2011) |
|-------------------------------------------|------------------------------------------------------|--------------------------------------|---------------------------------------|-------------------------------------------|
|                                           |                                                      |                                      |                                       |                                           |
|                                           |                                                      |                                      |                                       |                                           |
|                                           |                                                      |                                      |                                       |                                           |
|                                           |                                                      |                                      |                                       |                                           |
|                                           |                                                      |                                      |                                       |                                           |
|                                           |                                                      |                                      |                                       |                                           |
|                                           |                                                      |                                      |                                       |                                           |

Signed by Tenderer .....

### **T2.2.13 : LETTER OF GOOD STANDING WITH COMPENSATION FUND**

The tenderer must attach to this page a copy of the letter of good standing with the Compensation Fund. Validity will be verified online, failure to submit a valid certificate will lead to disqualification.

Signed by Tenderer .....

**KNYSNA MUNICIPALITY**

**TENDER NO. T 03 OF 2021/22**

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5 (RHEENENDAL)**

**CONTRACT**  
**PART C1 (OF 4) : AGREEMENT AND CONTRACT DATA**

|             |                                                           |               |
|-------------|-----------------------------------------------------------|---------------|
| <b>C1.1</b> | <b>Form of Offer and Acceptance</b>                       | <b>Yellow</b> |
| <b>C1.2</b> | <b>Contract Data (Part 1 and 2)</b>                       | <b>Yellow</b> |
| <b>C1.3</b> | <b>Form of Guarantee (Pro Forma)</b>                      | <b>White</b>  |
| <b>C1.4</b> | <b>Occupational Health and Safety Mandatory Agreement</b> | <b>White</b>  |
| <b>C1.5</b> | <b>Disclosure Statement (Pro Forma)</b>                   | <b>White</b>  |
| <b>C1.6</b> | <b>Confirmation of Receipt of Contract (Pro Forma)</b>    | <b>White</b>  |
| <b>C1.7</b> | <b>Adjudications Board Member Agreement (Pro Forma)</b>   | <b>White</b>  |

## C1.1: FORM OF OFFER AND ACCEPTANCE

### 1 OFFER

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

#### **CONTRACT NO. T 03 OF 2021/22: SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5 (RHEENENDAL)**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

#### **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS:**

.....  
.....

..... Rand (in words);

R..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

#### **For and on behalf of the Tenderer:**

Signature(s) of authorized agent(s) .....

Date:.....

Name(s) .....

Capacity of authorized agents: .....

Name and address of organization:

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

Witness:

.....  
(Name)

.....  
(Signature)

Date: .....

## 2 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, or into the Addenda to the Tender Documents.

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

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the 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 (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

### For and on behalf of the Employer:

Signature(s) of authorized agent(s) .....

Date:.....

Name(s) .....

Capacity **Municipal Manager**

Name and address of organization:

**KNYSNA Municipality  
P O Box 21, KNYNSNA, 6570**

Witness: .....  
(Name)

.....  
(Signature)

Date: .....

### 3 SCHEDULE OF DEVIATIONS

#### Notes:

1. The extent of deviations from the tender documents issued by the employer before 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, be 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.

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, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

1. Subject .....

Details .....

2. Subject .....

Details .....

3. Subject .....

Details .....

4. Subject .....

Details .....

5. Subject .....

Details .....

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

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

**For and on behalf of the Tenderer:**

Signature(s) of authorized agent(s) ..... Date:.....

Name(s) .....

Capacity of authorized agents: .....

Name and address of organization:

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

Witness: .....  
(Name)

.....  
(Signature)

Date: .....

**For and on behalf of the Employer:**

Signature(s) of authorized agent(s) ..... Date:.....

Name(s) .....

Capacity **Municipal Manager**

Name and address of organization:

**Knysna Municipality  
P O Box 21, KNYSNA, 6570**

Witness: .....  
(Name)

.....  
(Signature)

Date: .....

## C1.2a: CONTRACT DATA (PART 1)

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

Copies of these conditions of contract may be obtained on the tenderer's own cost from the SAICE tel: 011-805 5947

### PART 1 : CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

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

| No. | Clause   | Description                                                                                                                                                                                                                                                                          |
|-----|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | 1.1.1.2  | <b>Add the following to the clause :</b><br>"Any reference to the term "Schedule of Quantities" and "Pricing Schedule" in this Contract shall mean "Bill of Quantities" and vice versa.                                                                                              |
| 2   | 1.1.1.5  | The commencement date shall be the date on which the contractor receives a copy of the signed form of offer and acceptance and schedule of deviations if applicable, unless otherwise agreed.                                                                                        |
| 3   | 1.1.1.13 | <b>Defects Liability Period</b><br>The Defects Liability Period is <b>12 months</b> , measured from the date of the Certificate of Completion.                                                                                                                                       |
| 4   | 1.1.1.14 | <b>Due Commencement Date</b><br>The time for achieving Practical Completion is <b>8 months</b> , calculated from the Commencement Date.                                                                                                                                              |
| 5   | 1.1.1.15 | <b>Employer</b><br>Name of Employer is: <b>KNYSNA MUNICIPALITY</b> .                                                                                                                                                                                                                 |
| 6   | 1.1.1.16 | <b>Employer's Agent</b><br>The Employer's agent is <b>BOSCH PROJECTS (PTY) LTD</b> represented by an employee authorised to do so.<br><b>Add the following to the clause:</b><br>Any reference to the term "Engineer" in this Contract shall mean "Employer's Agent" and vice versa. |
| 7   | 1.1.1.17 | <b>Employer's Agent Representative</b><br><b>Add the following to the clause:</b><br>Any reference to the term "Engineer's Representative" in this Contract shall mean "Employer's Agent's Representative" and vice versa                                                            |
| 8   | 1.1.1.26 | <b>Pricing strategy</b><br>The pricing strategy is: Re-measurement Contract.                                                                                                                                                                                                         |
| 9   | 1.1.1.35 | <b>Add the following additional definition to Clause 1.1:</b><br>"Cost" means all expenditure reasonable incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.                            |

05 - Contract Data Part C1 of 4 (C1.1.-C1.7) - Agreement and Contract Data (Pink)\_Rev 8040/001/2040

| No. | Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |        | approved H & S plan for legal compliance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 14  | 3.2.5  | <b>Suspension</b><br><b>Add the following sub- clause:</b><br><p>The Employers Agent shall have the authority to suspend, without any additional cost, portions of the Works if there are any acceptance test results outstanding (including level control), as required in terms of the relevant standardised or project specific specifications.</p>                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 15  | 4.3.1  | <b>Compliance with Applicable Laws</b><br><b>Add the following to the clause:</b><br><p>The contractor shall comply with:</p> <ul style="list-style-type: none"> <li>• The Basic Conditions of Employment Act of 1997 (Act No 75 of 1997), as per Government Notice R63 of 25 January 2002.</li> <li>• National Environmental Management Act (NEMA), Act 107 of 1998</li> <li>• Occupational Health and Safety Act, Act No. 85 of 1993.</li> <li>• Construction Regulations, 2014.</li> <li>• Site specific health &amp; Safety Specification and Baseline risk assessment prepared by the Employer in terms of the construction regulations 2014.</li> <li>• Any and all other relevant &amp; applicable laws, regulations, statutory provisions and agreements.</li> </ul> |
| 16  | 4.3.3  | <b>Contractor's Designer</b><br><b>Add the following new clause:</b><br><p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability for compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014, for the design of the Temporary Works and those parts of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>                                                                                                                                                                                                                                                                                                    |
| 17  | 4.12.2 | <b>Contractors Superintendence</b><br><p>The contractors appointed Construction Manager and General Foreman shall be on site at all times when work is being performed.</p> <p>The SACPCMP registered Health and Safety Officer must visit site at least weekly. A health and safety representative must also be appointed and shall be on site at all times when work is being undertaken.</p>                                                                                                                                                                                                                                                                                                                                                                              |
| 18  | 4.12.4 | <b>Progress Reports</b><br><b>Add the following new sub- clause:</b><br><p>The Contractor shall submit a comprehensive progress report at least 48 hours prior to the monthly site meetings. The progress report shall consist of at least the following documents:</p> <ul style="list-style-type: none"> <li>• Approved programme indicating the base programme, actual and planned percentage complete of each item including the "time now" line;</li> <li>• A summary of the progress to date;</li> <li>• Updated realistic cash flow;</li> <li>• Any delays encountered or anticipated, including rainfall statistics for the month;</li> <li>• An information required schedule indicating any information or drawings required;</li> </ul>                           |

| No. | Clause  | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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|     |         | <ul style="list-style-type: none"> <li>Plant and Labour Report;</li> <li>and EME progress.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 19  | 5.3.1   | <p><b>Commencement of the Works</b></p> <p>The documentation required before Commencement of the Works is carried out:</p> <ul style="list-style-type: none"> <li>Health and Safety Plan (Refer to Clause 4.3)</li> <li>Initial Programme (Refer to Clause 5.6)</li> <li>Security (Refer to Clause 6.2)</li> <li>Insurance (Refer to Clause 8.6)</li> <li>Letter of good standing with the Compensation Commission</li> <li>Letter of Good Standing with the Civil Engineering Bargain Council</li> <li>CV's &amp; qualifications of key personnel</li> </ul> <p><i>Commencement of work shall take place within 28 days of the commencement date.</i></p>                                                                                                  |
| 20  | 5.4.2   | <p><b>Access to the Site Not Exclusive</b></p> <p>Access to and possession of the Site shall not be exclusive to the Contractor, but as set out in section below.</p> <p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.</p> <p>The contractor shall upon approval of clause 5.3.1 requirements be granted access to establish site (site camp). Upon 100% completion of the site (site camp) or to the Employers Agent satisfaction, access to and possession to the remainder of the site will be granted.</p> |
| 21  | 5.8.1   | <p><b>Non-Working Times</b></p> <p>Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours".</p> <p>Normal working hours shall be those as stated in the applicable Sectorial Determination applicable to a 5 (five) day week (Monday to Friday) from 07:00 to 17:00.</p> <p>Non-working days are Saturdays and Sundays.</p> <p>Special non-working days are :</p> <ul style="list-style-type: none"> <li>Public holidays,</li> <li>Election day of local government and national elections (when applicable), and</li> <li>The official builder's holiday up to a maximum of 25 calendar days (including other special non-working days), as advised by SAFCEC.</li> </ul>                          |
| 22  | 5.8.1.5 | <p><b>Cost of Supervision Outside of Normal Working Hours</b></p> <p><b>Add the following to the clause:</b></p> <p>The cost of supervision by the Employer's Agent or his representatives outside of normal working hours (Monday to Friday) in accordance with this Clause shall be to the Contractor's account.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 23  | 5.11.2  | <p><b>Suspension of Portion of Works</b></p> <p><b>Add the following additional clause:</b></p> <p>The Employer's Agent reserves the right to suspend portions of the Works if there are any test results outstanding (including level control), as required in terms of the relevant standardised or project specific specifications.</p>                                                                                                                                                                                                                                                                                                                                                                                                                  |

| No. | Clause   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| 24  | 5.12.2.2 | <p><b>Extension of Time for Practical Compensation</b></p> <p><b>Add the following to the clause:</b></p> <p>The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are:</p> <ul style="list-style-type: none"> <li>2 working days per month for the months of May to October</li> <li>3 working days per month for the months of November to April</li> </ul> <p>If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Agent in writing. The submission shall be made within five calendar days of the resumption of work. The Employers Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole.</p> <p><u>Compensation for rain delays will be made in the following manner:</u></p> $\frac{\text{Time Related Items}}{\text{Contract Period (in days)}} \times \text{No. of rain days over allowable limit}$ |
| 25  | 5.12.2.4 | <p><b>Amend the clause to read as follows:</b></p> <p>Any disruption which is entirely beyond the Contractor's control except for internal (contractors own or his subcontractors labour) unrest, disruptions, strikes, lock-outs, etc.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 26  | 5.12.3   | <p><b>Relevant Adjustment to General Items</b></p> <p><b>Delete clause 5.12.3 and replace with the following:</b></p> <p>"If an extension of time is granted, the Contractor shall be paid such proven additional costs based on tendered rates including for special non-working days, if applicable, as are appropriate regarding any other compensation which may have already been granted in respect of the circumstances concerned."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 27  | 5.12.5   | <p><b>Critical Path Provision</b></p> <p><b>Add the following to Clause 5.12</b></p> <p>5.12.5 Critical Path Provision</p> <p>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the carrying out of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week of five normal working days, will be taken in account for the extension of time.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 28  | 5.13.1   | <p><b>Penalty for Delay</b></p> <p>The penalty for failing to complete the whole of the Works is <b>R 5,000.00</b> per calendar day.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

| No. | Clause   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| 29  | 5.14.1   | <b>Practical Completion</b><br>The requirements for Practical Completion are: <ul style="list-style-type: none"> <li>The Contractor shall provide a complete set of marked-up Record Drawings as described in C3.2.4 of the Scope of Works.</li> <li>The roads shall be surfaced complete as specified with road marking and signage installation complete.</li> <li>Associated stormwater reticulation shall be complete.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                          |
| 30  | 5.14.5.5 | <b>Insurance of the Works</b><br><b>Delete Clause 5.14.5.5 and replace with:</b><br>“Insurance of the works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data.”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 31  | 5.16.3   | <b>Latent Defects Liability</b><br>The latent defect period is 10 years.<br>The latent defects period shall commence on the date of the final approval certificate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 32  | 6.2.1    | <b>Security</b><br>Replace the wording “as selected” in Clause 6.2.1 with “as stated”.<br>The security to be provided by the Contractor shall be a fixed performance guarantee of <b>ten per cent (10%)</b> of the Contract Sum.<br>The fixed performance guarantee shall be from an approved Insurance Company or Financial institution that is registered with the Financial Services Board in terms of the Financial Intelligence Centre Act.<br>The fixed performance guarantee shall be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee. Any other form of security including a retention money guarantee is not permitted.<br>The wording of the fixed performance guarantee shall be identical to the pro-forma provided under Clause C1.3: Form of Performance Guarantee.” |
| 33  | 6.2.2    | <b>Contractor Failing to Provide Security</b><br><b>Replace the entire contents of Clause 6.2.2 with the following:</b><br>“If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the fixed performance guarantee shall differ from the pro-forma provided under Clause C1.3: Form of Performance Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2.”                                                                                                                                                                                                                                                                                                                                                                         |
| 34  | 6.2.3    | <b>Validity of Performance Guarantee</b><br><b>Replace the entire contents of Clause 6.2.3 with the following:</b><br>“The Contractor shall ensure that the fixed performance guarantee remains valid and enforceable until the issue of the Certificate of Completion.”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 35  | 6.8.2    | <b>Application of the Contract Price Adjustment Factor</b><br>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:<br>The values of the coefficients are:<br>a = 0.25 [Labour]<br>b = 0.15 [Contractor’s equipment]<br>c = 0.55 [Material]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| No. | Clause   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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|     |          | <p>d = 0.05 [Fuel]</p> <p>The urban area nearest the site is Knysna.</p> <p>Data for the Contract Price Adjustment Schedule</p> <p>The indices for "L", "P", "M" and "F" are the following as published by Statistics South Africa.</p> <p>"L" is the "<u>Labour Index</u>" and shall be the Consumer Price Index (Additional Tables), <b>Table 4 – CPI for the Eastern Cape</b>, for All Items as published in the Statistical Release P0141 by Statistics South Africa.</p> <p>"P" is the "<u>Plant Index</u>" and shall be the Construction Materials Price Indices, <b>Table 4 – Mining and Construction Plant and Equipment</b>, for Plant and Equipment as published in the Statistical Release P0151.1 of Statistics South Africa.</p> <p>"M" is the "<u>Materials Index</u>" and shall be the Construction Materials Price Indices, <b>Table 6 – Civil Engineering Material</b>, for Civil Engineering Material - Total as published in the Statistical Release P0151.1 of Statistics South Africa.</p> <p>"F" is the "<u>Fuel Index</u>" and shall be the Producer Price Index, <b>Table 1 - PPI for Final Manufactured Goods</b> for Diesel as published in the Statistical Release P0142.1 of Statistics South Africa.</p> <p>The base month is the month prior to the tender closing.</p> |
| 36  | 6.8.3    | <p><b>Variations in the Costs of Special Materials</b></p> <p>Price adjustments for variations in the costs of special materials are allowed. Refer Contract Data (Part 2).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 37  | 6.10.1.5 | <p><b>Percentage Advantage Advance on Materials</b></p> <p>The percentage advance on materials on site not yet built into the Permanent Works is 80%.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 38  | 6.10.1.7 | <p><b>Deduction of Penalties</b></p> <p><b>Add the following to sub-clause 6.10.1.7:</b></p> <p>"... or any other fines or penalties that become due under the Contract."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 39  | 6.10.3   | <p><b>Retention Money</b></p> <p><b>Replace the entire contents of Clause 6.10.3 with the following:</b></p> <p>"Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the "retention money"), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the "Limit of retention money" stated in the Contract Data."</p> <p>The percentage retention shall be <b>ten per cent (10%)</b> of payments due up to the "Limit of retention money" which shall be <b>five per cent (5%)</b> of the contract sum.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 40  | 6.10.4   | <p><b>Delivery of Payment Certificate</b></p> <p><b>Amend the following clause:</b></p> <p>Replace the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days" and "within 30 days".</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 41  | 6.10.4.1 | <p><b>Signed Monthly Expanded Public Works Programme (EPWP reports)</b></p> <p><b>Add the following to the clause:</b></p> <p>"The contractor is required to submit the complete, correct and signed monthly Expanded</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

| No. | Clause       | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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|     |              | Public Works Programme (EPWP reports) attached to this tender document as Annexure F and any other requirements that may arise during the contract period, together with the monthly payment certificate. Payment to the contractor will not be certified by the Employer's Agent until the EPWP reports for the specific month is provided. In addition a fine for late submission of R1 000 per day will be applicable for every day after the 2nd calendar day of the subsequent month to the reporting month"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 42  | 7.2.1        | <b>Quality of Materials</b><br><b>Add at the end of Clause 7.2.1 :</b><br>Unless otherwise directed in writing by the Engineer, materials for the Permanent Works shall be new and unused.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 43  | 8.3          | <b>Excepted Risks</b><br><b>Amend sub-clause 8.3.1.12 of clause 8.3 as follows:</b><br>"The design, specification or instruction of the Employer's Agent, Employer (represented by an employee authorised to do so), or defects in the materials supplied by the Employer for incorporation in the Works".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 44  | 8.6<br>8.6.1 | <b>Insurances</b><br>Submit copies of receipts of registration, or payment for the premiums for the following insurances, as required by Clause 8.6 in this Contract Data. <ul style="list-style-type: none"> <li>(a) Insurance of the works, Plant intended for incorporation in the Works, and of all materials on the Site intended for incorporation in the Works against damage or physical loss arising from whatever cause, for the period for which the Contractor is responsible for the Works in terms of Clause 8.2.1, and for a sum insured which shall be the aggregate as set out in Clauses 8.6.1.1.1 to 8.6.1.5.</li> <li>(b) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended</li> <li>(c) Common Law Liability Insurance for the duration of the Contract Period and with a Limit of Indemnity of not less than R20 000 000 (Twenty Million Rand) for any one occurrence or series of occurrences arising out of one event;</li> <li>(d) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things;</li> <li>(e) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million;</li> <li>(f) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</li> <li>(g) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</li> </ul> These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance. |

| No. | Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| 45  | 8.6.7  | These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 46  | 8.6.8  | The Contractor may affect, at his own cost, any insurance additional to that effected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 47  | 8.6.9  | If the Contractor fails to effect and keep in force the insurances referred to, then the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 48  | 8.6.10 | The insurances to be provided by the Contractor and Sub-Contractor shall be effected with Insurers on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the Employer, produce to the Employer the Policy or Policies of insurance and the receipts for payment of the current premiums.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 49  | 8.6.11 | Where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall <ul style="list-style-type: none"> <li>(a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Contract; and</li> <li>(b) ensure the compliance of Sub-Contractors with this Contract clause, where applicable.</li> </ul> <p>The Contractor warrants that he shall give all notices and shall observe all the terms and conditions and requirements of all insurances applicable to this Contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 50  | 9.1.4  | <p><b>Termination of Contract</b></p> <p><b>Replace Clause 9.1.4 with the following:</b></p> <p>“Up to the time of termination of the contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the contract and the Contractor is precluded from exercising his right to terminate the contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor:</p> <ul style="list-style-type: none"> <li>a) will be entitled to an extension of calendar time for working days lost as may be approved by the Employers Agent, and</li> <li>b) will be reimbursed the cost of delay to be agreed with the Employers Agent.</li> </ul> <p>Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Engineer will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.</p> <p>No payment will be made in terms of this Clause after the expiry of the due completion date.</p> |
| 51  | 9.2.1  | <p><u>Delete “or” at the end of Clause 9.2.1.3.7 and add the following three Clauses after Clause 9.2.1.3.8:</u></p> <p>9.2.1.3.9 Has failed to provide the required insurances or fixed performance guarantee within the prescribed time;</p> <p>9.2.1.3.10 Has committed a corrupt or fraudulent act during the tender process or the</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| No. | Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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|     |        | execution of the Contract; or<br>9.2.1.3.11 Has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 52  | 10.3.2 | <b>Dispute to be Referred</b><br>Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration. The parties may appoint an impartial third party to assist with the amicable settlement, but this is optional and is subject to written agreement between the parties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 53  | 10.5.1 | <b>Dispute Adjudication</b><br>Dispute resolution shall be by ad-hoc adjudication.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 54  | 10.5.3 | <b>Rules for Adjudication</b><br>The number of Adjudication Board Members to be appointed is one (1).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 55  | 10.7.1 | <b>Arbitration</b><br>The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 56  |        | <p><b>Add the following additional:</b></p> <ol style="list-style-type: none"> <li>Details to be confidential<br/> <p>“The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employers Agent .”</p> </li> <li>EME subcontractor(s) Involvement<br/> <p>“A minimum of 25% of the value of the Contract shall be subcontracted to EMEs as stated in Part C3: Scope of Works, Section C3.3: Procurement.”</p> <p>It shall remain the Contractor’s responsibility to ensure that this target percentage is attained, irrespective of any sums allowed for EME work in the bill of quantities at the time of tender, which are estimates only.</p> <p>No additional mark-up costs will be payable to the Contractor for work described above other than the tendered rates as enter by the contractor in the bill of quantities.”</p> </li> <li>Fines for health &amp; Safety and / or Environmental non-conformances / non-compliance<br/> <p><u>Add the following additional clause:</u></p> <p>“The contractor shall treat all Health &amp; Safety and Environmental non-conformances/non-compliances based on the outcome of the monthly environmental and health &amp; safety audits as follows:</p> <ul style="list-style-type: none"> <li>Finding(s) in the audits are <b>considered as a warning</b> to the contractor. The contractor must affect the necessary changes to correct the non-conformance(s)/non-compliance(s) by the date of the following audit or on a date as instructed by the Employers Agent.</li> <li>Finding(s) in the following audits or finding(s) not completed by the date given by the Employers are <b>considered as an official non-conformance(s)/non-compliance(s)</b> and the contractor will be charged a penalty of R5,000.00 for each non-conformance/non-compliance finding.</li> </ul> </li> </ol> |

| No.                                        | Clause                                | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |                                      |                                            |    |                                  |                                      |                                   |                                       |                                   |                                       |                                   |                                       |
|--------------------------------------------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------|--------------------------------------------|----|----------------------------------|--------------------------------------|-----------------------------------|---------------------------------------|-----------------------------------|---------------------------------------|-----------------------------------|---------------------------------------|
|                                            |                                       | <p><u>Example:</u></p> <table><tr><th>Description</th><th>Amount (per non-conformance finding)</th></tr><tr><td>Audit 1 warning/finding of non-conformance</td><td>R0</td></tr><tr><td>Audit 2 official non-conformance</td><td>(R5 000.00)<sup>1</sup> = R5 000.00</td></tr><tr><td>Audit 3 recurring non-conformance</td><td>(R5 000.00)<sup>2</sup> = R10 000.00</td></tr><tr><td>Audit 4 recurring non-conformance</td><td>(R5 000.00)<sup>3</sup> = R15 000.00</td></tr><tr><td>Audit 5 recurring non-conformance</td><td>(R5 000.00)<sup>4</sup> = R20 000.00</td></tr></table> <p><u>Note:</u> That non-conformances/non-compliances do not have to take place consecutively for the fine to be charged and that each non-conformance/non-compliance will be charged individually.</p> <p>Non-conformance/non-compliance findings will be charged to the contractor as per the following formula: <math>f(x) = R5\ 000.00 \times (x)</math> where (x) increases by (x) +1 for an audit, with (x) starting at one (1) as per the example above). The penalty will be charged to the contractors' monthly payment certificate."</p> <p>Furthermore the Employers' Agent or Employer's Agent's Representative will have the authority to stop any work if the non-conformances are not rectified or work is being executed in a manner that is unsafe and detrimental to the environment.</p> <p>4. Fine for late submission of EPWP reports</p> <p>"The contractor is required to submit the complete, correct and signed monthly Expanded Public Works Programme (EPWP reports) attached to this tender document as Annexure F and any other requirements that may arise during the contract period, together with the monthly payment certificate. Payment to the contractor will not be certified by the Employer's Agent until the EPWP reports for the specific month is provided. In addition a fine for late submission of R1 000 per day will be applicable for every day after the 2<sup>nd</sup> calendar day of the subsequent month to the reporting month"</p> <p>5. Fine for Poaching</p> <p>"Poaching of any wildlife by any means within the surrounding area of the contract will be penalised per offence at R20 000.00. If the culprit is caught he/she shall be removed from the construction site with immediate effect and shall not return to site."</p> <p>6. Fines</p> <p>Penalties as described in paragraph 3 to 6 will not necessarily be implemented in the month of the offence but can be implemented in the payment certificate in any of the following months. Fines will not be time barred.</p> | Description | Amount (per non-conformance finding) | Audit 1 warning/finding of non-conformance | R0 | Audit 2 official non-conformance | (R5 000.00) <sup>1</sup> = R5 000.00 | Audit 3 recurring non-conformance | (R5 000.00) <sup>2</sup> = R10 000.00 | Audit 4 recurring non-conformance | (R5 000.00) <sup>3</sup> = R15 000.00 | Audit 5 recurring non-conformance | (R5 000.00) <sup>4</sup> = R20 000.00 |
| Description                                | Amount (per non-conformance finding)  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |                                      |                                            |    |                                  |                                      |                                   |                                       |                                   |                                       |                                   |                                       |
| Audit 1 warning/finding of non-conformance | R0                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |                                      |                                            |    |                                  |                                      |                                   |                                       |                                   |                                       |                                   |                                       |
| Audit 2 official non-conformance           | (R5 000.00) <sup>1</sup> = R5 000.00  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |                                      |                                            |    |                                  |                                      |                                   |                                       |                                   |                                       |                                   |                                       |
| Audit 3 recurring non-conformance          | (R5 000.00) <sup>2</sup> = R10 000.00 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |                                      |                                            |    |                                  |                                      |                                   |                                       |                                   |                                       |                                   |                                       |
| Audit 4 recurring non-conformance          | (R5 000.00) <sup>3</sup> = R15 000.00 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |                                      |                                            |    |                                  |                                      |                                   |                                       |                                   |                                       |                                   |                                       |
| Audit 5 recurring non-conformance          | (R5 000.00) <sup>4</sup> = R20 000.00 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |                                      |                                            |    |                                  |                                      |                                   |                                       |                                   |                                       |                                   |                                       |

## C1.2b: CONTRACT DATA (PART 2)

### PART 2: DATA PROVIDED BY THE CONTRACTOR

| No.                           | Clause                | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  |      |                                  |                               |  |                                                |                     |     |         |                      |     |         |
|-------------------------------|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------|----------------------------------|-------------------------------|--|------------------------------------------------|---------------------|-----|---------|----------------------|-----|---------|
| 1                             | 1.1.1.9<br>1.2.1.2    | <p>The Contractor is: .....</p> <p>The Contractor's address for receipt of communications and notices is :<br/>Telephone: ..... Facsimile: .....</p> <p>Address (Postal) : ..... Address (Physical) : .....<br/>.....<br/>.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                  |      |                                  |                               |  |                                                |                     |     |         |                      |     |         |
| 2                             | 6.4.1.3,<br>6.5.1.2.3 | The percentage allowance to cover mark-up charges (incl. profit and overheads) is <b>7.5%</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  |      |                                  |                               |  |                                                |                     |     |         |                      |     |         |
| 3                             | 6.8.3                 | <p>The contractor is to list below any special materials on which any increase or decrease in price must be considered separately from the Contract Price Adjustment formula.</p> <p>Only net bitumen content of asphalt and bituminous products shall be deemed special materials and no account shall be taken of transport, emulsifiers, diluents or modifiers that may be supplied ex refinery or added later.</p> <table border="1"> <thead> <tr> <th>SPECIAL MATERIAL</th><th>UNIT</th><th>RATE OR PRICE FOR THE BASE MONTH</th></tr> </thead> <tbody> <tr> <td>Bitumen (net bitumen content)</td><td></td><td>As stated on supplier's letter attached hereto</td></tr> <tr> <td>1. 50/70 pen. grade</td><td>Ton</td><td>R .....</td></tr> <tr> <td>2. 70/100 pen. grade</td><td>Ton</td><td>R .....</td></tr> </tbody> </table> | SPECIAL MATERIAL | UNIT | RATE OR PRICE FOR THE BASE MONTH | Bitumen (net bitumen content) |  | As stated on supplier's letter attached hereto | 1. 50/70 pen. grade | Ton | R ..... | 2. 70/100 pen. grade | Ton | R ..... |
| SPECIAL MATERIAL              | UNIT                  | RATE OR PRICE FOR THE BASE MONTH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                  |      |                                  |                               |  |                                                |                     |     |         |                      |     |         |
| Bitumen (net bitumen content) |                       | As stated on supplier's letter attached hereto                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                  |      |                                  |                               |  |                                                |                     |     |         |                      |     |         |
| 1. 50/70 pen. grade           | Ton                   | R .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                  |      |                                  |                               |  |                                                |                     |     |         |                      |     |         |
| 2. 70/100 pen. grade          | Ton                   | R .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                  |      |                                  |                               |  |                                                |                     |     |         |                      |     |         |

### C1.3 : FORM OF PERFORMANCE GUARANTEE

#### PERFORMANCE GUARANTEE

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

#### GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means: .....

Physical address: .....

“Employer” means: .....

“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: Fixed

“Expiry Date” means: Date of issue of the Certificate of Completion

#### CONTRACT DETAILS

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

## **1. FIXED PERFORMANCE GUARANTEE**

- 1.1. Where a fixed PERFORMANCE Guarantee has been selected. The Guarantor's liability shall be limited to the amount of the Guarantee Sum.
- 1.2. 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.
- 1.3. 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.

## **2. CONDITIONS APPLICABLE TO FIXED PERFORMANCES GUARANTEES:**

- 2.1. The Guarantor hereby acknowledges that:
  - 2.1.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
  - 2.1.2. Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.2. Subject to the Guarantor's maximum liability referred to in 1.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 2.2.1 to 2.2.3:
  - 2.2.1. 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 2.2.2;
  - 2.2.2. 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 2.2.1 and the sum certified has still not been paid;
  - 2.2.3. A copy of the aforesaid payment which entitles the Employer to receive payment in terms of the Contract of the sum certified in 2.2.
- 2.3. Subject to the Guarantor's maximum liability referred to in 1.1, 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:
  - 2.3.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 2.3; or
  - 2.3.2. 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 2.3; and
  - 2.3.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provision liquidation court order.
- 2.4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 2.2 and 2.3 shall not exceed the Guarantor's maximum liability in terms of 1.1.
- 2.5. Where the Guarantor has made payment in terms of 2.3, 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 the Performance Guarantee shall bear interest at the prime overdraft rate by 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.
- 2.6. Payment by the Guarantor in terms of 2.2 or 2.3 will only be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

- 2.7. Payment by the Guarantor in terms of 2.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8. 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 right to claim his from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 2.9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.2, 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.
- 2.11. This Performance Guarantee, with the required demand notices in terms of 2.2 or 2.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.12. Where the Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act 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: OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT**

**ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT, 1993  
BETWEEN**

**WRITTEN AGREEMENT ON  
OCCUPATIONAL HEALTH AND SAFETY**

In accordance with the provisions of Section 37(2) of the Occupational Health and Safety  
Act 85 of 1993 as amended

AS ENTERED INTO BY AND BETWEEN

\_\_\_\_\_  
(Hereinafter referred to as “the Employer”)  
AND

\_\_\_\_\_  
(Hereinafter referred to as “the Mandatory”)

Compensation Fund number:

Common Law Liability

Insurance in respect of Third

Parties for the Minimum Sum of R

## 1. Reporting

The Mandatory and/or his designated person appointed in terms of Section 16 (2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") as amended shall report to the Construction Manager CR 8.1 and/or a representative designated by the Employer prior to commencing the work at the premises.

## 2. Warranty of compliance

- 2.1 In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37 (2) of the OHS Act for the purposes of compliance with the Act.
- 2.2 The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37 (2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.
- 2.3 The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of above, neither from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.

## 3. Refer:

- Occupational Health & Safety Act No.85 of 1993 as amended including Regulations
- Hazards Chemical Substance Regulations of 1995
- Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended
- Hazardous Substance Act 15 of 1973
- National Environmental Management Act 107 of 1998
- National Environmental Management: Air Quality Act 39 of 2004
- National Road Traffic Act No.83 of 1996
- National Water Act 36 of 1989
- National Building Regulations and Building Standards Act 103 of 1977

## 4. Mandatory an employer

The Mandatory shall be deemed to be an employer in his own right while on the Employer's premises. In terms of Section 16 (1) of the OHS Act, the Mandatory shall accordingly ensure that himself, and/or his nominated Chief Executive Officer comply with the requirements of the OHS Act.

## 5. Appointments and training

- 5.1 The Mandatory shall appoint competent persons as per the OHS Act 85 / 1993, Construction Regulations 8.1 and Construction Regulations 8.7 – referring the Construction Regulations 2014.as well as other workplace legislative appointments as per workplace activities in accordance with the OHS Act 85 / 1993
- 5.2 Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility.
- 5.3 Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.
- 5.4 The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises.

- 5.5 Without derogating from the foregoing, the Mandatory shall in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 5.6 Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

**6. Supervision, discipline and reporting**

The Mandatory shall ensure that all work performed on the Employer's premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.

The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

**7. Access to the OHS Act**

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

**8. Cooperation**

- 8.1 The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquires into occupational health and safety issues concerning the Mandatory.
- 8.2 It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 8.3 Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment

**9. Work procedures**

- 9.1 The Mandatory shall be entitled to utilise the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment.
- 9.2 The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilise the documents.
- 9.3 The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatory shall ensure that his employees prior to the obtaining of such a permit do not perform work for which the Employer requires a permit.

**10. Health and safety meetings**

- 10.1 If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months.
- 10.2 The Employer may elect to permit the Mandatory's health and safety representatives or a mandatory representative to attend the Employer's health and safety committee meetings.

**11. Compensation registration**

- 11.1 The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged.
- 11.2 The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises.

**12. Medical examinations**

The Mandatory shall ensure that all his employees undergo routine medical examinations and necessary vaccinations where applicable and that they are medically fit for the purposes of the work they are to perform.

**13. Incident reporting and investigation**

- 13.1 The Mandatory to the Department of Labour and to the Employer shall report all incidents referred to in Section 24 of the OHS Act.
- 13.2 The Employer shall further be provided with copies of any written documentation relating to any incident.
- 13.3 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.

**14. Statutory Obligations of the Mandatory & Contractor**

- 14.1 The Mandatory shall notify the Employer of any subcontractor he may wish to perform work on the Employer's premises.
- 14.2 It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work.
- 14.3 Without derogating from the generality of this paragraph:
  - 14.3.1 The Mandatory shall ensure that training as discussed under Appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
  - 14.3.2 The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline enforced, as well as reporting of incidents and / or injuries.
  - 14.3.3 The Mandatory shall inform the Employer of any health and safety hazard and/or issue that the subcontractor may have brought to his attention
  - 14.3.4 The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.
  - 14.3.5 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the Employer's premises i.e.
    - Horseplay, scuffling, fighting, running or throwing of objects.
    - The possession, consumption or offering for consumption to any person of intoxicating liquor or habit-forming drugs.
    - Any employee suspected of being under the influence of alcohol or other intoxicating substance will not be allowed to enter or remain on the Employer's premises.
    - The tampering with or misuse of any safety equipment installed or provided to any person by an employer or user of machinery.
    - The failure to use any safety equipment at a workplace, or in the course of employment or in connection with the use of machinery which is provided by an employer or user of machinery.
    - The doing of anything at a workplace or in connection with the use of machinery, calculated to threaten the safety of any person.

- Contractors are required to take all reasonable measures to ensure that the requirements of the Act and the regulation are observed by his employees.
- Contractors must, in the interests of safety, enforce discipline

**15. Security and access**

- 15.1 The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer.
- 15.2 The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.
- 15.3 The Mandatory and his employees shall not enter any area of the premises that is not directly associated with the work.
- 15.4 The Mandatory shall ensure that all materials, machinery or equipment brought by him-self onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.
- 15.5 The Mandatory shall ensure that no persons carry firearms on the company's or Employer's premises unless written permission has been obtained from the designated person.

**16. Fire precautions and facilities**

- 16.1 The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.
- 16.2 The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.
17. Hygiene and cleanliness
- 17.1 The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness.
- 17.2 In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

**18. No nuisance**

- 18.1 The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.
- 18.2 The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

**19. Intoxication not allowed**

- 19.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site.
- 19.2 Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

**20. Personal protective equipment**

- 20.1 The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act.

- 20.2 The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

**21. Plant, machinery and equipment**

- 21.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilise on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 21.2 In accordance with the provisions of Section 10 (4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.
- 21.3 The Mandatory shall further ensure that all plant, machinery and equipment is inspected by a competent person as prescribed by legislation & records thereof retained.

**22. No usage of the Employer's equipment**

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorised to make use of same, have access thereto.

**23. Transport / Vehicles**

- 23.1 The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured.
- 23.2 All drivers shall have relevant and valid driving licences and no vehicle shall carry passengers unless it is specifically designed to do so.
- 23.3 All drivers shall adhere to the speed limits and road signs on the premises at all times.
- 23.4 In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act of 1995 are complied with at all times.

**24. Confined Spaces**

In the event of having to entering confined spaces, work shall not be performed unless defined through a Specific Confined Space Work Instruction and detailed by the contractor as to the precautionary measures that should be implemented prior to and during the work activities required in confined spaces; i.e.

- Air Sampling
- Air Monitoring
- Personal Air Monitoring
- No employee to enter suffering from claustrophobia
- Permits
- Standby present
- Self contained breathing apparatus
- Life line etc

25. **Clarification**

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Public Health, Safety & Wellness Sub-Directorate of the Employer.

26. **Duration of agreement**

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or, while any of the Mandatory workmen would be present on the Employer's premises.

27. **Headings**

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

Thus done and signed at on

For, and on behalf of the Employer

Date

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

for, and on behalf of the Mandatory

Date

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Witness

Date

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## C1.5 : DISCLOSURE STATEMENT (PRO FORMA)

Date: .....

Contract: .....  
.....

Contractor: .....

Employer: .....

Engineer: .....

To whom it may concern

I am willing and available to serve as ad-hoc / standing Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to the disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

1. I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
2. I have had no previous involvements in this project.
3. I do not have any financial interest in this project.
4. I am not currently employed by the Contractor, Employer or Engineer.
5. I do not have any financial connections with the Contractor, Employer or Engineer.
6. I do have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.
7. I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting the contract documentation.

Name in full .....

Signature .....

## C1.6 : CONFIRMATION OF RECEIPT OF CONTRACT (PRO FORMA)

### CONFIRMATION OF RECEIPT

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

The ..... (day) of ..... (month) ..... (year)

At ..... (place)

It is hereby agreed that the official commencement date of the contract will be:

The ..... (day) of ..... (month) ..... (year)

#### For and on behalf of the Contractor:

Signature(s) of authorized agent(s) .....

Date: .....

Name(s) .....

Capacity of authorized agents: .....

#### For and on behalf of the Employer:

Signature(s) of authorized agent(s) .....

Date: .....

Name(s) .....

Capacity of authorized agents: .....

#### For and on behalf of the Employers Agent:

Signature(s) of authorized agent(s) .....

Date: .....

Name(s) .....

Capacity of authorized agents: .....

### C1.7: ADJUDICATION BOARD MEMBER AGREEMENT (PRO FORMA)

This Agreement is entered into between:

**Adjudication Board Member:**

Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

**Contractor:**

Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

**Employer:**

Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

The parties entered into a Contract for \_\_\_\_\_  
\_\_\_\_\_(name of project)

which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition 2015 (GCC), must be referred to **ad-hoc adjudication**.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the GCC, Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
8. A monthly retainer of \_\_\_\_\_(amount) for \_\_\_\_\_(number of months), and/or
9. A daily fee of \_\_\_\_\_(amount) based on a \_\_\_\_\_(number) hour day, and/or
10. A hourly fee of \_\_\_\_\_(amount), and/or
11. A non-recurrent appointment fee of \_\_\_\_\_(amount) which shall be accounted for in the final sums payable.
12. The Adjudication Board Member's expense incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the **(Contractor/Employer\*)** shall pay the full amount within 28 days of receipt of the invoice and shall be reimbursed by the other Party by half the amount so that fees and expenses are borne equally by the Parties. This Agreement is entered into:

Contractor's signature: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Employer's signature: \_\_\_\_\_

Employer's Name: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Adjudication Board Member's signature: \_\_\_\_\_

Adjudication Board Member's Name: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**\* Delete the inapplicable party**

**KNYSNA MUNICIPALITY**

**TENDER NUMBER: T 03 OF 2021/22**

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5 (RHEENENDAL)**

**CONTRACT**  
**PART 2 (OF 4) : PRICING DATA**

|             |                                            |               |
|-------------|--------------------------------------------|---------------|
| <b>C2.1</b> | <b>Pricing Instructions</b>                | <b>Yellow</b> |
| <b>C2.2</b> | <b>Bill of Quantities</b>                  | <b>Yellow</b> |
| <b>C2.3</b> | <b>Summary Page for Bill of Quantities</b> | <b>Yellow</b> |

## C2.1 : PRICING INSTRUCTIONS

### C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

C2.1.1.1 The method of measurement published by the South African National Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".

C2.1.1.2 Descriptions in the Schedule/Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule/Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.

A payment reference column is provided in the BOQ to assist the Tenderer when pricing this tender. Certain items may not have a payment reference and the onus is on the tenderer to refer to the relevant specifications as stated above to ensure that the item is priced correctly. If in doubt the tenderer shall preferably seek clarification or else qualify any assumptions made.

C2.1.1.3 The clauses in a specification in which further information regarding the schedule/bill item can be obtained appear under "Reference clause" in the schedule/bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled/billed items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.

C2.1.1.4 Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste. The schedule/bill has to be completed in black non-erasable ink and the tenderer is referred to the Tender Conditions in regard to the correction of errors.

C2.1.1.5 The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

C2.1.1.6 The prices and rates to be inserted in the Schedule/Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

- C2.1.1.7 A price or rate is to be entered against each item in the Schedule/Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule/bill.
- C2.1.1.8 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- C2.1.1.9 All prices or rates inserted in the Schedule/Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page of the Schedule/Bill of Quantities for the addition of VAT
- C2.1.1.10 The units of measurement described in the Schedule/Bill of Quantities are metric units. Abbreviations used in the Schedule/Bill of Quantities are as follows :
- |                      |   |                       |          |   |                  |
|----------------------|---|-----------------------|----------|---|------------------|
| mm                   | = | millimetre            | h        | = | hour             |
| m                    | = | metre                 | kg       | = | kilogram         |
| km                   | = | kilometre             | t        | = | ton (1 000 kg)   |
| m <sup>2</sup>       | = | square metre          | No.      | = | number           |
| m <sup>2</sup> .pass | = | square metre-pass     | sum      | = | lump sum         |
| ha                   | = | hectare               | MN       | = | MegaNewton       |
| m <sup>3</sup>       | = | cubic metre           | MN.m     | = | MegaNewton-metre |
| m <sup>3</sup> .km   | = | cubic metre-kilometre | P C sum  | = | Prime Cost sum   |
| l                    | = | litre                 | Prov sum | = | Provisional sum  |
| kl                   | = | kilolitre             | %        | = | per cent         |
| MPa                  | = | MegaPascal            | kW       | = | kilowatt         |
- C2.1.1.11 The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities as may be directed by the Employer's Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.12 A price or rate is to be entered against each item in the Schedule/Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R 0,00) having been entered against such items and covered by the other prices or rates in the Schedule/Bill of Quantities.
- Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Schedule/Bill of Quantities and valued at a rate of nil (R 0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.
- C2.1.1.13 The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule as detailed in Section C1.2 Contract Data (Part 1).
- C2.1.1.14 The Schedule/Bill of Quantities must be completed by the insertion of rates / prices in accordance with the instruction described in the items above. As this Contract is a Re-measurable Contract and Not a Lump Sum Contract, a blank bill of quantities with only a lump sum amount will not be accepted.
- C2.1.1.15 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

- C2.1.1.16 Rates shall include for the transportation and any other costs required by all labour, including labour from the local ward used by the Contractor and by the appointed EME's.

#### **CORRECTION OF ENTRIES MADE BY TENDERER**

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

## **C2.2 : BILL OF QUANTITIES**

AS PER SANS 1200 & SANS 0120

NOTE : Tenderers are to refer to the Scope of Works and in particular the Specification Data when pricing the Schedule/Bills of Quantities. Certain clauses in the Standard Specifications and the Particular Specifications have been either omitted, amended or added to and these changes must be taken into account when pricing the tender.

As it is not always practical or possible to cross reference every change to the Specifications, the onus rests with the tenderer to ensure that he is aware of the changes and to structure his rates accordingly.

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**  
**TENDER No.: T03 OF 2021/22**

**SECTION A: PRELIMINARY & GENERAL**

| ITEM N°                        | PAYMENT REFERS | DESCRIPTION                                                                                                  | UNIT | QUANTITY | RATE | AMOUNT |
|--------------------------------|----------------|--------------------------------------------------------------------------------------------------------------|------|----------|------|--------|
| <b>A</b>                       |                | <b>SECTION A: PRELIMINARY AND GENERAL</b>                                                                    |      |          |      |        |
| A 1.1                          | SANS 1200 A    | <b>SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS</b>                                                        |      |          |      |        |
| A 1.1.1                        | PSA 8.3.1      | Contractual requirements                                                                                     | sum  | 1.0      |      |        |
| A 1.1.2                        | 8.3.2          | Establishment of Facilities on the Site                                                                      |      |          |      |        |
|                                | 8.3.2.1        | Facilities for Engineer(Spec PSAB 3.2 & PSAB 5.2)                                                            |      |          |      |        |
| A 1.1.2.1                      |                | a) Furnished offices (1 No.)                                                                                 | sum  | 1.0      |      |        |
| A 1.1.2.2                      |                | c) Nameboard                                                                                                 | No   | 2.0      |      |        |
| A 1.1.3                        | 8.3.2.2        | Facilities for Contractor                                                                                    |      |          |      |        |
| A 1.1.3.1                      |                | a) Offices and storage sheds                                                                                 | sum  | 1.0      |      |        |
| A 1.1.3.2                      |                | b) Workshops                                                                                                 | sum  | 1.0      |      |        |
| A 1.1.3.3                      |                | c) Laboratories                                                                                              | sum  | 1.0      |      |        |
| A 1.1.3.4                      |                | d) Living accommodation                                                                                      | sum  | 1.0      |      |        |
| A 1.1.3.5                      |                | e) Ablution and latrine facilities                                                                           | sum  | 1.0      |      |        |
| A 1.1.3.6                      |                | f) Tools and equipment                                                                                       | sum  | 1.0      |      |        |
| A 1.1.3.7                      |                | g) Water supplies, electric power and communications                                                         | sum  | 1.0      |      |        |
| A 1.1.3.8                      |                | h) Dealing with water (see 5.5)                                                                              | sum  | 1.0      |      |        |
| A 1.1.3.9                      |                | i) Access (see 5.8)                                                                                          | sum  | 1.0      |      |        |
| A 1.1.4                        | 8.3.3          | Other Fixed-charge Obligations                                                                               | sum  | 1.0      |      |        |
| A 1.1.5                        | 8.3.4          | Removal of Site Establishment                                                                                | sum  | 1.0      |      |        |
| A 1.2                          | 8.4            | <b>SCHEDULED TIME-RELATED ITEMS</b>                                                                          |      |          |      |        |
| A 1.2.1                        | 8.4.1          | Contractual Requirements                                                                                     | sum  | 1.0      |      |        |
| A 1.2.2                        | 8.4.2          | Operation and Maintenance of Facilities on Site, for Duration of Construction, except where otherwise stated |      |          |      |        |
| A 1.2.2.1                      | 8.4.2.1        | Facilities for Engineer(Spec PSAB 3.2 & PSAB 5.2)                                                            |      |          |      |        |
| A 1.2.2.1.1                    |                | a) Furnished offices (1 No.)                                                                                 | sum  | 1.0      |      |        |
| A 1.2.2.2                      | 8.4.2.2        | Facilities for Contractor                                                                                    |      |          |      |        |
| A 1.2.2.2.1                    |                | a) Offices and storage sheds                                                                                 | sum  | 1.0      |      |        |
| A 1.2.2.2.2                    |                | b) Workshops                                                                                                 | sum  | 1.0      |      |        |
| A 1.2.2.2.3                    |                | c) Laboratories                                                                                              | sum  | 1.0      |      |        |
| A 1.2.2.2.4                    |                | d) Living accommodation                                                                                      | sum  | 1.0      |      |        |
|                                |                |                                                                                                              |      |          |      |        |
| Section A Carried forward/.... |                |                                                                                                              |      |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**  
**TENDER No.: T03 OF 2021/22**

**SECTION A: PRELIMINARY & GENERAL**

| ITEM N°                        | PAYMENT REFERS | DESCRIPTION                                                              | UNIT     | QUANTITY  | RATE       | AMOUNT     |
|--------------------------------|----------------|--------------------------------------------------------------------------|----------|-----------|------------|------------|
| Section A Brought forward      |                |                                                                          |          |           |            |            |
| A 1.2.2.3.5                    |                | e) Ablution and latrine facilities                                       | sum      | 1.0       |            |            |
| A 1.2.2.3.6                    |                | f) Tools and equipment                                                   | sum      | 1.0       |            |            |
| A 1.2.2.3.7                    |                | g) Water supplies, electric power and communications                     | sum      | 1.0       |            |            |
| A 1.2.2.3.8                    |                | h) Dealing with water (see 5.5)                                          | sum      | 1.0       |            |            |
| A 1.2.2.3.9                    |                | i) Access (see 5.8)                                                      | sum      | 1.0       |            |            |
| A 1.2.3                        | 8.4.3          | Supervision for Duration of Construction                                 | sum      | 1.0       |            |            |
| A 1.2.4                        | 8.4.4          | Company and Head Office Overhead Costs for the Duration of the Contract  | sum      | 1.0       |            |            |
| A 1.2.5                        | 8.4.5          | Other Time-related Obligations                                           | sum      | 1.0       |            |            |
| A 1.2.6                        | PSA 8.4.6      | Compliance with OH&S Act and Construction Regulations                    | sum      | 1.0       |            |            |
| A 1.2.7                        | PSA 8.4.7      | Security                                                                 | sum      | 1.0       |            |            |
| A 1.2.8                        | PSA 8.4.8      | Monthly reporting (Employer and EPWP)                                    | sum      | 1.0       |            |            |
| A 1.3                          | PSA 8.5        | <b>SUMS STATED PROVISIONALLY BY ENGINEER (See 8.1.2.1(d))</b>            |          |           |            |            |
| A 1.3.1                        |                | <b>(d) Community Liaison Officer (CLO)</b>                               | Prov sum |           |            |            |
| A 1.3.1.1                      |                | (1) CLO's monthly salary (CLO for each Ward)                             | sum      | 1.0       | 144 000.00 | 144 000.00 |
| A 1.3.1.2                      |                | (2) Overheads, charges and profit on amounts actually paid for (1) above | %        | 144 000.0 |            |            |
| A 1.3.2                        |                | <b>(e) Acceptance Control Testing</b>                                    | Prov sum |           |            |            |
| A 1.3.2.1                      |                | (1) For acceptance control testing                                       | sum      | 1.0       | 50 000.00  | 50 000.00  |
| A 1.3.2.2                      |                | (2) Overheads, charges and profit on amounts                             | %        | 50 000.0  |            |            |
| A 1.4                          | 8.7            | <b>DAYWORK (See 8.1.2.1(d))</b>                                          |          |           |            |            |
| A 1.4.1                        |                | <b>Labour</b>                                                            |          |           |            |            |
| A 1.4.1.1                      |                | General Worker / Unskilled Labourer                                      | h        | 60.0      |            |            |
| A 1.4.1.2                      |                | Semi-skilled Labourer                                                    | h        | 20.0      |            |            |
| A 1.4.1.3                      |                | Artisan / Skilled Labourer                                               | h        | 20.0      |            |            |
| A 1.4.1.4                      |                | Gang Leader / Supervisor                                                 | h        | 20.0      |            |            |
| A 1.4.1.5                      |                | Construction Foreman                                                     | h        | 20.0      |            |            |
| A 1.4.1.6                      |                | Surveyor (incl. survey equipment)                                        | h        | 20.0      |            |            |
| A 1.4.1.7                      |                | Surveyor's Assistant                                                     | h        | 20.0      |            |            |
| Section A Carried forward/.... |                |                                                                          |          |           |            |            |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**  
**TENDER No.: T03 OF 2021/22**

**SECTION A: PRELIMINARY & GENERAL**

| ITEM N°                                                 | PAYMENT REFERS | DESCRIPTION                                                                         | UNIT     | QUANTITY | RATE      | AMOUNT    |
|---------------------------------------------------------|----------------|-------------------------------------------------------------------------------------|----------|----------|-----------|-----------|
| Section A Brought forward                               |                |                                                                                     |          |          |           |           |
| A 1.4.2                                                 | 8.7            | <b>Materials</b>                                                                    | Prov sum |          |           |           |
| A 1.4.2.1                                               |                | Net cost of goods or materials                                                      | sum      | 1.0      | 25 000.00 | 25 000.00 |
| A 1.4.2.2                                               |                | Percentage adjustment on sums actually paid under                                   | %        | 25 000.0 |           |           |
| A 1.4.3                                                 | 8.7            | <b>Plant</b>                                                                        |          |          |           |           |
| A 1.4.3.1                                               |                | Excavators, 20 ton (95 kW)                                                          | h        | 20.0     |           |           |
| A 1.4.3.2                                               |                | Loaders                                                                             | h        | 20.0     |           |           |
| A 1.4.3.3                                               |                | Graders (112 kW)                                                                    | h        | 20.0     |           |           |
| A 1.4.3.4                                               |                | Vibratory rollers (10 ton)                                                          | h        | 20.0     |           |           |
| A 1.4.3.5                                               |                | Pneumatic tyre rollers (20 ton)                                                     | h        | 20.0     |           |           |
| A 1.4.3.6                                               |                | Tipper trucks (10m³)                                                                | h        | 20.0     |           |           |
| A 1.4.3.7                                               |                | Tipper trucks (6m³)                                                                 | h        | 20.0     |           |           |
| A 1.4.3.8                                               |                | Watercarts (10m³)                                                                   | h        | 20.0     |           |           |
| A 1.4.3.9                                               |                | TLBs (minimum bucket dig force 55kN and minimum loading bucket breakout force 45kN) | h        | 20.0     |           |           |
| A 1.4.3.10                                              |                | Double drum vibratory pedestrian rollers (750mm minimum working width)              | h        | 20.0     |           |           |
| A 1.5                                                   | 8.8            | <b>TEMPORARY WORKS (See 8.1.2.1 (d))</b>                                            |          |          |           |           |
|                                                         | 8.8.2          | Dealing with Traffic (or accommodation of traffic) (Spec PSA 5.9)                   |          |          |           |           |
| A 1.5.1                                                 |                | Ward 2 (Bosbou Road section 2)                                                      | Sum      | 1.0      |           |           |
| A 1.5.2                                                 |                | Ward 5 (Watson Street)                                                              | Sum      | 1.0      |           |           |
| <b>TOTAL SECTION A :<br/>Carried Forward to Summary</b> |                |                                                                                     |          |          |           |           |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 2 – BOSBOU ROAD SECTION 2**

**SECTION B1: SITE CLEARANCE**

| ITEM N°                                                           | PAYMENT REFERS      | DESCRIPTION                                                                                                                                    | UNIT | QUANTITY | RATE | AMOUNT |
|-------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------|--------|
| <b>B1</b>                                                         |                     | <b>SECTION B1: SITE CLEARANCE (KARATARA)</b>                                                                                                   |      |          |      |        |
| B1.1                                                              | SANS 1200C          | <b>SITE CLEARANCE</b>                                                                                                                          |      |          |      |        |
| B1.1.1                                                            | 8.2.1               | Clear and grub                                                                                                                                 | ha   | 0.5      |      |        |
|                                                                   | 8.2.2               | Remove and grub large trees and tree stumps of girth                                                                                           |      |          |      |        |
| B1.1.1.1                                                          |                     | a) over 1m and up to and including 2m                                                                                                          | No.  | 1.0      |      |        |
| B1.1.2                                                            | 8.2.5               | Take down existing fences                                                                                                                      | km   | 0.2      |      |        |
| B1.1.3                                                            | 8.2.7               | Dismantle and remove pipelines, electricity transmission lines, cables, etc.                                                                   |      |          |      |        |
| B1.1.3.1                                                          |                     | a) Watermains up to 50mm diameter                                                                                                              | m    | 25.0     |      |        |
| B1.1.3.2                                                          |                     | b) Watermains greater than 50mm and up to 110mm diameter                                                                                       | m    | 5.0      |      |        |
| B1.1.3.4                                                          |                     | c) Electrical cables (erf connections)                                                                                                         | m    | 25.0     |      |        |
| B1.1.5                                                            | 8.2.10              | Remove topsoil to nominal depth of 150mm and stockpile                                                                                         | m³   | 3.0      |      |        |
| B1.1.6                                                            | PSA 8.4.8           | Neatly saw-cut existing asphalt / bituminous surfacing up to 30mm depth                                                                        | m    | 5.0      |      |        |
| B1.1.8                                                            | PSA 8.4.8           | Demolish and remove asphalt / bituminous surfacing to designated spoil site                                                                    | m²   | 3.0      |      |        |
| B1.1.10                                                           | PSA 8.4.8           | Demolish and remove existing concrete kerbing to designated spoil site                                                                         | m    | 10.0     |      |        |
| B1.1.11                                                           | PSA 8.4.8           | Saw-cut existing stormwater pipes up to 600mm diameter                                                                                         | No   | 1.0      |      |        |
| B1.1.12                                                           | PSA 8.4.8           | Demolish and remove existing stormwater pipes up to 600mm diameter to designated spoil site                                                    | m    | 5.0      |      |        |
| B1.2                                                              | SANS 1200D 8.3.8.1c | <b>EXCAVATION</b><br>Locate and excavate by hand in soft material to expose in narrow slots perpendicular to the road, the following services: |      |          |      |        |
| B1.2.1                                                            |                     | Watermains up to 200 mm in diameter (Provisional)                                                                                              | m³   | 5.0      |      |        |
| B1.2.2                                                            |                     | Telecommunication cables (incl. fibre)                                                                                                         | m³   | 3.0      |      |        |
| B1.2.3                                                            |                     | Electrical cables                                                                                                                              | m³   | 3.0      |      |        |
| B1.2.4                                                            |                     | Stormwater pipes up to 375mm diameter                                                                                                          | m³   | 10.0     |      |        |
| B1.2.5                                                            |                     | Stormwater pipes greater than 375mm and up to 600mm diameter                                                                                   | m³   | 3.0      |      |        |
|                                                                   |                     |                                                                                                                                                |      |          |      |        |
| <b>TOTAL SECTION B1 :<br/>Carried Forward to Schedule Summary</b> |                     |                                                                                                                                                |      |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 2 – BOSBOU ROAD SECTION 2**

**SECTION B2: ROADWORKS**

| ITEM N°                         | PAYMENT<br>REFERS | DESCRIPTION                                                                                          | UNIT | QUANTITY | RATE | AMOUNT |
|---------------------------------|-------------------|------------------------------------------------------------------------------------------------------|------|----------|------|--------|
| <b>B2</b>                       |                   | <b>SECTION B2: ROADWORKS (KARATARA)</b>                                                              |      |          |      |        |
| B2.1                            | SANS<br>1200DM    | <b>EARTHWORKS</b>                                                                                    |      |          |      |        |
| B2.1.1                          | 8.3.3             | Treatment of road-bed                                                                                |      |          |      |        |
|                                 |                   | a) Road-bed preparation and compaction of material to                                                |      |          |      |        |
| B2.1.1.1                        |                   | 1) minimum of 90% modified AASHTO maximum density                                                    | m³   | 600.0    |      |        |
| B2.1.1.2                        |                   | 2) minimum of 93% modified AASHTO maximum density                                                    | m³   | 15.0     |      |        |
| B2.1.1.3                        |                   | 3) minimum of 100% modified AASHTO maximum density (sand)                                            | m³   | 15.0     |      |        |
|                                 |                   | b) In-place treatment of road-bed in intermediate or hard rock material by                           |      |          |      |        |
| B2.1.1.4                        |                   | 1) ripping                                                                                           | m³   | 5.0      |      |        |
| B2.1.2                          | 8.3.4             | Cut to fill, borrow to fill                                                                          |      |          |      |        |
| B2.1.2.1                        |                   | a) Compact to 90% of modified AASHTO maximum density                                                 | m³   | 100.0    |      |        |
| B2.1.2.2                        |                   | b) Rockfill, process, and compact                                                                    | m³   | 5.0      |      |        |
| B2.1.3                          | 8.3.5             | Selected layer compacted to 93% of modified AASHTO maximum density                                   | m³   | 100.0    |      |        |
| B2.1.4                          | PSDM<br>8.3.17    | Construct G9 lower selected layer with material from commercial sources compacted to 93% Mod. AASHTO | m³   | 600.0    |      |        |
| B2.1.5                          | PSDM<br>8.3.18    | Construct G7 upper selected layer with material from commercial sources compacted to 95% Mod. AASHTO | m³   | 600.0    |      |        |
| B2.1.6                          | 8.3.6             | Extra-over items 8.3.4 and 8.3.5 for excavating and breaking down material in                        |      |          |      |        |
| B2.1.6.1                        |                   | a) Intermediate excavation                                                                           | m³   | 50.0     |      |        |
| B2.1.6.2                        |                   | b) Hard excavation                                                                                   | m³   | 50.0     |      |        |
| B2.1.7                          | 8.3.7             | Cut to spoil or stockpile from                                                                       |      |          |      |        |
| B2.1.7.1                        |                   | a) Soft excavation                                                                                   | m³   | 2 100.0  |      |        |
| B2.1.7.2                        |                   | b) Intermediate excavation                                                                           | m³   | 5.0      |      |        |
| B2.1.7.2                        |                   | c) Hard excavation                                                                                   | m³   | 5.0      |      |        |
| B2.1.8                          | 8.3.8             | Removal of oversize material                                                                         | m³   | 5.0      |      |        |
| B2.1.9                          | 8.3.7             | (Provisional)                                                                                        | m³   | 50.0     |      |        |
| B2.1.10                         | PSA 8.4.8         | Construct pioneer layer using material from commercial sources (Provisional)                         | m³   | 50.0     |      |        |
| B2.1.11                         | 8.3.9             | Overbreak of excavation in                                                                           |      |          |      |        |
| Section B2 Carried forward/.... |                   |                                                                                                      |      |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 2 – BOSBOU ROAD SECTION 2**

**SECTION B2: ROADWORKS**

| ITEM N°                         | PAYMENT REFERS    | DESCRIPTION                                                                   | UNIT  | QUANTITY | RATE | AMOUNT |
|---------------------------------|-------------------|-------------------------------------------------------------------------------|-------|----------|------|--------|
| Section B2 Brought forward      |                   |                                                                               |       |          |      |        |
| B2.1.11.1                       |                   | a) Intermediate excavation                                                    | m³    | 5.0      |      |        |
| B2.1.11.2                       |                   | b) Hard excavation                                                            | m³    | 5.0      |      |        |
| B2.1.12                         | 8.3.10            | Materials bladed to windrow                                                   | m³    | 200.0    |      |        |
| B2.1.13                         | 8.3.11            | Extra-over items 8.3.2, 8.3.4 or 8.3.5 for temporary stockpiling of materials | m³    | 100.0    |      |        |
| B2.1.14                         | 8.3.12            | Overhaul                                                                      | m³.km | 1 000.0  |      |        |
| B2.1.15                         | 8.3.13            | Surface finishes                                                              |       |          |      |        |
| B2.1.15.1                       |                   | a) Topsoiling                                                                 | m³    | 590.0    |      |        |
| B2.1.15.2                       |                   | b) Grassing or other cover                                                    | m²    | 5 850.0  |      |        |
| B2.1.15.3                       | 8.3.15            | Catchwater mounds and channels and mitre banks and channels                   | m³    | 100.0    |      |        |
| B2.1.16                         | PSDM 8.3.13       | Trimming and grading of verges                                                | m²    | 5 850.0  |      |        |
| B2.2                            | SANS 1200ME       | <b>SUBBASE</b>                                                                |       |          |      |        |
| B2.2.1                          | 8.3.3             | Construct the subbase course with material from commercial sources            |       |          |      |        |
| B2.2.1.1                        |                   | (1) G5 material compacted to 95% modified AASHTO                              | m³    | 600.0    |      |        |
| B2.3                            | SANS 1200MF 8.3.3 | <b>BASE</b>                                                                   |       |          |      |        |
| B2.3.1                          |                   | Construct the base with material from commercial sources                      |       |          |      |        |
|                                 |                   | b) Graded crushed stone                                                       |       |          |      |        |
| B2.3.1.1                        |                   | AASHTO                                                                        | m³    | 500.0    |      |        |
|                                 |                   | c) Graded crushed stone with soil fines                                       | m³    | 2.5      |      |        |
|                                 |                   |                                                                               |       |          |      |        |
| Section B2 Carried forward/.... |                   |                                                                               |       |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 2 – BOSBOU ROAD SECTION 2**

**SECTION B2: ROADWORKS**

| ITEM N°                         | PAYMENT<br>REFERS | DESCRIPTION                                                                                                                             | UNIT           | QUANTITY | RATE | AMOUNT |
|---------------------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|--------|
| Section B2 Brought forward      |                   |                                                                                                                                         |                |          |      |        |
| B2.4                            | SANS<br>1200MG    | <b>BITUMINOUS SURFACE TREATMENT</b>                                                                                                     |                |          |      |        |
| B2.4.1                          | 8.4.1             | Prime Coat                                                                                                                              | m <sup>2</sup> | 150.0    |      |        |
| B2.4.2                          | 8.4.4             | Bituminous surface treatment with aggregate and slurry<br>(14mm aggregate and single slurry layer) (type and<br>grade of binder stated) |                |          |      |        |
| B2.4.2.1                        |                   | (1) 70/100 pen. grade bitumen binder                                                                                                    | m <sup>2</sup> | 150.0    |      |        |
| B2.4.3                          | 8.4.6             | Variations in quantities of prime and bituminous binders                                                                                | ℓ              | 5.0      |      |        |
| B2.4.4                          | 8.4.7             | Variations in quantities of aggregate (14mm)                                                                                            | m <sup>3</sup> | 5.0      |      |        |
| B2.4.5                          | 8.4.8             | Variations in the rate of application of slurry seal                                                                                    | m <sup>3</sup> | 5.0      |      |        |
| B2.4.6                          | 8.4.9             | Extra-over 8.4.4 for cationic stable-mix type 60%<br>bitumen emulsion                                                                   | ℓ              | 5.0      |      |        |
| B2.4.7                          | 8.4.11            | Pre-coated aggregate                                                                                                                    | m <sup>3</sup> | 5.0      |      |        |
| B2.5                            | SANS<br>1200MH    | <b>ASPHALT BASE AND SURFACING</b>                                                                                                       |                |          |      |        |
| B2.5.1                          | 8.5.1             | Prime coat                                                                                                                              |                |          |      |        |
| B2.5.1.1                        |                   | (1) MC 30 at 0,7 litres/m <sup>2</sup>                                                                                                  | m <sup>2</sup> | 3 300.0  |      |        |
| B2.5.2                          | 8.5.3             | Tack coat                                                                                                                               | m <sup>2</sup> | 100.0    |      |        |
| B2.5.3                          | 8.5.4             | Aphalt (nominal thickness indicated) (type of asphalt and<br>binder stated)                                                             |                |          |      |        |
| B2.5.3.1                        |                   | (2) Continuously graded medium asphalt surfacing,<br>25mm nominal thickness (50/70 pen grade bitumen<br>binder)                         | t              | 105.0    |      |        |
| B2.5.4                          | 8.5.5             | Variations in quantities of prime, curing and tack coats,<br>and bituminous binders                                                     | ℓ              | 5.0      |      |        |
| B2.5.5                          | 8.5.6             | Mineral filler                                                                                                                          | t              | 1.5      |      |        |
| Section B2 Carried forward/.... |                   |                                                                                                                                         |                |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 2 – BOSBOU ROAD SECTION 2**

**SECTION B2: ROADWORKS**

| ITEM N°                         | PAYMENT REFERS    | DESCRIPTION                                                                                                                                 | UNIT | QUANTITY | RATE | AMOUNT |
|---------------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------|--------|
| Section B2 Brought forward      |                   |                                                                                                                                             |      |          |      |        |
| B2.6                            | SANS 1200MK 8.2.1 | <b>KERBING AND CHANNELING</b>                                                                                                               |      |          |      |        |
| B2.6.1                          |                   | Concrete Kerbing (Grade of concrete for cast-in-situ concrete and type and figure or drawing number stated)                                 |      |          |      |        |
|                                 |                   | (1) Precast barrier kerb (Fig.4) on screed and 20MPa continuous backing concrete                                                            |      |          |      |        |
| B2.6.1.1                        |                   | a) Exceeding 4m radius up to 20m radius                                                                                                     | m    | 25.0     |      |        |
| B2.6.1.2                        |                   | b) Exceeding 20m radius (including straight)                                                                                                | m    | 10.0     |      |        |
|                                 |                   | (2) Precast mountable kerb (CK 5) on screed and 20MPa continuous backing concrete                                                           |      |          |      |        |
| B2.6.1.3                        |                   | a) Exceeding 4m radius up to 20m radius                                                                                                     | m    | 100.0    |      |        |
| B2.6.1.4                        |                   | b) Exceeding 20m radius (including straight)                                                                                                | m    | 1 000.0  |      |        |
|                                 |                   | (6) Precast rectangular kerb (E1 / Fig.11) on screed and 20MPa continuous backing concrete                                                  |      |          |      |        |
| B2.6.1.11                       |                   | a) Exceeding 4m radius up to 20m radius                                                                                                     | m    | 25.0     |      |        |
| B2.6.1.12                       |                   | b) Exceeding 20m radius (including straight)                                                                                                | m    | 10.0     |      |        |
| B2.6.2                          | 8.2.2             | Concrete Kerbing and Channeling Combined (Grade of concrete for cast-in-situ concrete and type and figure or drawing number stated)         |      |          |      |        |
|                                 |                   | (1) Precast barrier kerb (Fig.4) on screed with 25MPa concrete channel (depth to match layerworks) and 20MPa continuous backing concrete    |      |          |      |        |
| B2.6.2.1                        |                   | a) Exceeding 4m radius up to 20m radius                                                                                                     | m    | 100.0    |      |        |
| B2.6.2.2                        |                   | b) Exceeding 20m radius (including straight)                                                                                                | m    | 10.0     |      |        |
| B2.6.3                          | 8.2.4             | Depressed Kerbs                                                                                                                             | m    | 10.0     |      |        |
| B2.6.5                          | 8.2.6             | Ancillaries                                                                                                                                 |      |          |      |        |
|                                 | 8.2.6.1           | Inlet, outlet, transition, and similar structures (measured as unit structures - refer to type drawing for structure and grade of concrete) |      |          |      |        |
| B2.6.5.1                        |                   | (1) 1m transition from mountable to barrier kerb (25MPa concrete)                                                                           | No.  | 16.0     |      |        |
| B2.6.5.2                        |                   | (2) 2m transition from mountable to barrier kerb (25MPa concrete)                                                                           | No.  | 16.0     |      |        |
| B2.6.5.3                        |                   | (3) 1m transition from barrier to sunken kerb / edging (25MPa concrete)                                                                     | No.  | 2.0      |      |        |
| B2.6.5.4                        |                   | (4) 2m transition from barrier to sunken kerb / edging (25MPa concrete)                                                                     | No.  | 2.0      |      |        |
|                                 |                   |                                                                                                                                             |      |          |      |        |
| Section B2 Carried forward/.... |                   |                                                                                                                                             |      |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 2 – BOSBOU ROAD SECTION 2**

**SECTION B2: ROADWORKS**

| ITEM N°                         | PAYMENT<br>REFERS | DESCRIPTION                                                                                                                                               | UNIT           | QUANTITY | RATE | AMOUNT |
|---------------------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|--------|
| Section B2 Brought forward      |                   |                                                                                                                                                           |                |          |      |        |
| B2.6.6                          | 8.2.7             | Trimming of Excavation for Concrete-Lined Open Drains in                                                                                                  |                |          |      |        |
| B2.6.6.1                        |                   | a) Soft material                                                                                                                                          | m <sup>2</sup> | 50.0     |      |        |
| B2.6.6.2                        |                   | b) Intermediate material                                                                                                                                  | m <sup>2</sup> | 5.0      |      |        |
| B2.6.6.3                        |                   | c) Hard material                                                                                                                                          | m <sup>2</sup> | 5.0      |      |        |
| B2.6.7                          | 8.2.8             | Cast-In-Situ Concrete Lining to Open Drains (concrete grade and type of drain stated)                                                                     | m <sup>3</sup> | 20.0     |      |        |
| B2.6.8                          | 8.2.9             | Formwork to Cast-In-Situ Concrete Lining of Open Drains                                                                                                   |                |          |      |        |
| B2.6.8.1                        |                   | b) To sides with formwork on both internal and external faces (each face measured)                                                                        | m <sup>2</sup> | 25.0     |      |        |
| B2.6.8.2                        |                   | c) To ends of slabs                                                                                                                                       | m <sup>2</sup> | 5.0      |      |        |
| B2.6.9                          | 8.2.10            | Sealed Joints in Concrete Lining of Open Drains (refer to type drawing)                                                                                   | m              | 6.0      |      |        |
| B2.6.11                         | 8.2.12            | Steel Reinforcement                                                                                                                                       | t              | 1.0      |      |        |
| B2.6.12                         | 8.2.13            | Sprayed Bitumen Emulsion Primer or Polyethylene Sheeting for Concrete-Lined Open Drains                                                                   | m <sup>2</sup> | 50.0     |      |        |
| B2.7                            | SANS<br>1200 MM   | <b>ANCILLARY ROADWORKS</b>                                                                                                                                |                |          |      |        |
| B2.7.1                          |                   | <b>ROAD SIGNS</b>                                                                                                                                         |                |          |      |        |
| B2.7.1.1                        | 8.3.1             | Sign faces with Painted or Galvanized (as Stated) Background, with Painted Symbols, Characters, Legend, and Borders, and with Signboards Constructed from |                |          |      |        |
|                                 |                   | a) Aluminium sheet (2,0 mm thick), of area                                                                                                                |                |          |      |        |
|                                 |                   | Over and Up to                                                                                                                                            |                |          |      |        |
| B2.7.1.1.1                      |                   | 1) - 2 m <sup>2</sup>                                                                                                                                     | m <sup>2</sup> | 1.0      |      |        |
| B2.7.1.2                        | 8.3.2             | Provision and Application of Retro-reflective Material                                                                                                    |                |          |      |        |
| B2.7.1.2.1                      |                   | a) Engineering grade retro-reflective background, characters, symbols, legened, and borders                                                               | m <sup>2</sup> | 1.0      |      |        |
| B2.7.1.2.2                      |                   | c) High intensity grade characters, symbols, legened, and borders and engineering grade retro-reflective background                                       | m <sup>2</sup> | 1.0      |      |        |
| B2.7.1.3                        | 8.3.3             | Sign Supports                                                                                                                                             |                |          |      |        |
| B2.7.1.3.1                      |                   | b) Steel tubing (protective treatment, if any, stated)                                                                                                    |                |          |      |        |
|                                 |                   | (1) Hot-dipped galvanized                                                                                                                                 | No.            | 1.0      |      |        |
| Section B2 Carried forward/.... |                   |                                                                                                                                                           |                |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 2 – BOSBOU ROAD SECTION 2**

**SECTION B2: ROADWORKS**

| ITEM N°                         | PAYMENT<br>REFERS | DESCRIPTION                                                                                                                                                                                         | UNIT | QUANTITY | RATE | AMOUNT |
|---------------------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------|--------|
| Section B2 Brought forward      |                   |                                                                                                                                                                                                     |      |          |      |        |
| B2.7.1.3.3                      |                   | 3.2.10<br>(1) 75mm nominal diameter                                                                                                                                                                 | m    | 3.0      |      |        |
| B2.7.1.3.4                      |                   | (2) 100mm nominal diameter                                                                                                                                                                          | m    | 3.0      |      |        |
| B2.7.1.4                        | 8.3.4             | Excavation and Backfilling and Concreting (if any) for Sign Supports (material to be used for backfil stated)                                                                                       |      |          |      |        |
| B2.7.1.4.1                      |                   | (1) Soilcrete backfill                                                                                                                                                                              | m³   | 2.0      |      |        |
| B2.7.1.5                        | 8.3.6             | Statutory Signs, Street Names, and the Like, Supplied and Erected Complete                                                                                                                          |      |          |      |        |
| B2.7.1.5.1                      |                   | Signs as detailed in the latest edition of the SADC Road Traffic Signs Manual<br>(1) R1 "Stop" (610mm width)                                                                                        | No.  | 3.0      |      |        |
| B2.7.1.5.2                      |                   | (2) R2 "Yield" (600mm)                                                                                                                                                                              | No.  | 1.0      |      |        |
| B2.7.1.5.3                      |                   | (3) "Yield to pedestrians" R2.1 (600mm)                                                                                                                                                             | No.  | 1.0      |      |        |
| B2.7.1.5.4                      |                   | (4) "No stopping" R217 (600mm)                                                                                                                                                                      | No.  | 1.0      |      |        |
| B2.7.1.6                        | 8.3.7             | Dismantling and Re-erection of Roads Signs having Surface Area of                                                                                                                                   |      |          |      |        |
| B2.7.1.6.1                      |                   | Over and Up to<br>1) - 2 m²                                                                                                                                                                         | No.  | 1.0      |      |        |
| B2.7.2                          | 8.4.1             | <b>ROAD MARKINGS</b><br>Non-reflectorized Paint Applied at Nominal Rate of 0,42 l/m² (or Proprietary Brand Road-Marking Material (Nominal Rate of Application and Particulars Stated), as Scheduled |      |          |      |        |
| B2.7.2.1                        |                   | Retroreflective solvent based road marking paint applied at a nominal rate of 0,42 l/m²                                                                                                             |      |          |      |        |
| B2.7.2.1.1                      |                   | a) White lines (broken or unbroken)(width of line indicated)                                                                                                                                        |      |          |      |        |
| B2.7.2.1.1.1                    |                   | (1) 100mm wide                                                                                                                                                                                      | km   | 0.5      |      |        |
| B2.7.2.1.1.2                    |                   | (2) 300mm wide                                                                                                                                                                                      | km   | 0.1      |      |        |
| B2.7.2.1.2                      |                   | b) Yellow lines (broken or unbroken)(width of line indicated)                                                                                                                                       |      |          |      |        |
| B2.7.2.1.2.1                    |                   | (1) 100mm wide                                                                                                                                                                                      | km   | 2.0      |      |        |
| B2.7.2.1.3                      |                   | c) White characters and symbols                                                                                                                                                                     | m²   | 20.0     |      |        |
| B2.7.2.1.4                      |                   | d) Yellow characters and symbols                                                                                                                                                                    | m²   | 1.0      |      |        |
| B2.7.2.1.5                      |                   | e) Traffic island markings (any colour)                                                                                                                                                             | m²   | 1.0      |      |        |
| Section B2 Carried forward/.... |                   |                                                                                                                                                                                                     |      |          |      |        |

## SECTION B2: ROADWORKS

**TOTAL SECTION B2 :**  
**Carried Forward to Schedule Summary**

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 2 – BOSBOU ROAD SECTION 2**

**SECTION B3: STORMWATER**

| ITEM N°                         | PAYMENT REFERS | DESCRIPTION                                                                                  | UNIT | QUANTITY | RATE | AMOUNT |
|---------------------------------|----------------|----------------------------------------------------------------------------------------------|------|----------|------|--------|
| <b>B3</b>                       |                | <b>SECTION B3: STORMWATER (KARATARA)</b>                                                     |      |          |      |        |
| B3.1                            | SANS 1200DB    | <b>EARTHWORKS (PIPE TRENCHES)</b>                                                            |      |          |      |        |
| B3.1.1                          | 8.3.2          | Excavation                                                                                   |      |          |      |        |
| B3.1.1.1                        |                | a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material | m³   | 100.0    |      |        |
| B3.1.1.2                        |                | b) Extra-over item (a) above for:                                                            |      |          |      |        |
| B3.1.1.2.1                      |                | 1) Intermediate excavation                                                                   | m³   | 5.0      |      |        |
| B3.1.1.2.2                      |                | 2) Hard rock excavation                                                                      | m³   | 3.0      |      |        |
| B3.1.1.3                        |                | c) Excavate and dispose of unsuitable material from trench bottom (provisional)              | m³   | 5.0      |      |        |
| B3.1.2                          | 8.3.3          | Excavation Ancillaries                                                                       |      |          |      |        |
|                                 | PSDB 8.3.3.1   | Make up deficiency in backfill material (provisional)                                        |      |          |      |        |
| B3.1.2.1                        |                | a) from necessary excavations on site                                                        | m³   | 10.0     |      |        |
| B3.1.3                          | 8.3.3.3        | Compaction in road reserves                                                                  | m³   | 50.0     |      |        |
| B3.1.4                          | 8.3.3.4        | Overhaul                                                                                     |      |          |      |        |
| B3.1.4.1                        |                | a) Limited overhaul                                                                          | m³   | 500.0    |      |        |
| B3.1.6                          | 8.3.5          | Existing Services that Intersect or Adjoin a Pipe Trench                                     |      |          |      |        |
| B3.1.6.1                        |                | a) Services that intersect a trench (angles between centre-lines in plan of 45-90°)          |      |          |      |        |
| B3.1.6.1.1                      |                | 1) Water erf connections                                                                     | No.  | 5.0      |      |        |
| B3.1.6.1.2                      |                | 2) Electrical cable erf connectios                                                           | No.  | 5.0      |      |        |
| B3.1.6.2                        |                | b) Services that adjoin a trench                                                             |      |          |      |        |
| B3.1.6.2.1                      |                | 1) Water erf connections                                                                     | m    | 20.0     |      |        |
| B3.1.6.2.1                      |                | 2) Electrical cable erf connectios                                                           | m    | 20.0     |      |        |
| B3.1.7                          | 8.3.6          | Finishing                                                                                    |      |          |      |        |
| B3.1.7.1                        | 8.3.6.1        | Reinstate road surfaces complete with all courses                                            |      |          |      |        |
| B3.1.7.1.1                      |                | c) Asphalt of thickness 40mm in roadway                                                      | m²   | 5.0      |      |        |
| B3.1.7.1.2                      |                | d) Gravel wearing course                                                                     | m²   | 10.0     |      |        |
|                                 |                |                                                                                              |      |          |      |        |
| Section B3 Carried forward/.... |                |                                                                                              |      |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 2 – BOSBOU ROAD SECTION 2**

**SECTION B3: STORMWATER**

| ITEM N°                         | PAYMENT REFERS | DESCRIPTION                                                                                                                                                                       | UNIT | QUANTITY | RATE | AMOUNT |
|---------------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------|--------|
| Section B3 Brought forward      |                |                                                                                                                                                                                   |      |          |      |        |
| B3.2                            | SANS 1200LB    | <b>BEDDING (PIPES)</b>                                                                                                                                                            |      |          |      |        |
| B3.2.1                          | 8.2.1          | Provision of Bedding from Trench Excavation                                                                                                                                       |      |          |      |        |
| B3.2.1.1                        |                | a) Selected granular material                                                                                                                                                     | m³   | 3.0      |      |        |
| B3.2.1.2                        |                | b) Selected fill material                                                                                                                                                         | m³   | 3.0      |      |        |
| B3.2.2                          | 8.2.2          | Supply only of Bedding by Importation                                                                                                                                             |      |          |      |        |
| B3.2.2.1                        | 8.2.2.3        | From commercial sources (Provisional)                                                                                                                                             | m³   | 10.0     |      |        |
| B3.2.3                          | 8.2.3          | Concrete Bedding Cradle                                                                                                                                                           | m³   | 1.0      |      |        |
| B3.2.4                          | 8.2.4          | Encasing of Pipes in Concrete                                                                                                                                                     | m³   | 3.0      |      |        |
| B3.3                            | SANS 1200LE    | <b>STORMWATER DRAINAGE</b>                                                                                                                                                        |      |          |      |        |
| B3.3.1                          | 8.2.1          | Supply and Lay Concrete Pipe Culverts on Class C bedding ( type, class, and nominal diameter of pipes, and special jointing)                                                      |      |          |      |        |
| B3.3.1.1                        |                | (1) Class 100D, 375mm diameter                                                                                                                                                    | m    | 50.0     |      |        |
| B3.3.4                          | 8.2.8          | Supply and Install Manholes, Catchpits, and the Like                                                                                                                              |      |          |      |        |
| B3.3.4.1                        |                | a) Manholes (as per typical details - 1.5m depth)                                                                                                                                 | No.  | 1.0      |      |        |
| B3.3.4.2                        |                | b) Catchpits (as per typical details - 1.5m depth)                                                                                                                                | No.  | 10.0     |      |        |
| B3.3.4.3                        |                | c) Extra over or under item (a) above for variation in depth of manholes from the standard depth designated for purposes of tendering (standard depth and type of manhole stated) | m    | 3.0      |      |        |
| B3.3.4.4                        | 8.2.7          | Supply and lay precast concrete inlets and outlets to culverts (Type S1 precast concrete wingwall units)                                                                          | No.  | 4.0      |      |        |
| B3.3.5                          | 8.2.10         | Accessories                                                                                                                                                                       |      |          |      |        |
| B3.3.5.1                        |                | a) Manhole covers including frames (type stated)                                                                                                                                  | No.  | 10.0     |      |        |
| B3.3.5.2                        |                | b) Grid inlets including frames (type stated)                                                                                                                                     | No.  | 1.0      |      |        |
| B3.3.5.3                        |                | c) Step irons                                                                                                                                                                     | No.  | 5.0      |      |        |
| B3.3.8                          | 8.2.13         | The Raising or Lowering of Existing Manholes                                                                                                                                      | No.  | 1.0      |      |        |
| B3.4                            | SANS 1200DK    | <b>GABIONS AND PITCHING</b>                                                                                                                                                       |      |          |      |        |
| B3.4.1                          | 8.2.1          | Surface preparation for bedding of gabions                                                                                                                                        |      |          |      |        |
| B3.4.1.1                        |                | a) Cavities filled with approved excavated material or rock                                                                                                                       | m²   | 3.0      |      |        |
|                                 |                |                                                                                                                                                                                   |      |          |      |        |
| Section B3 Carried forward/.... |                |                                                                                                                                                                                   |      |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 2 – BOSBOU ROAD SECTION 2**

**SECTION B3: STORMWATER**

| ITEM N°                                                   | PAYMENT REFERS | DESCRIPTION                                                  | UNIT           | QUANTITY | RATE | AMOUNT |
|-----------------------------------------------------------|----------------|--------------------------------------------------------------|----------------|----------|------|--------|
| Section B3 Brought forward                                |                |                                                              |                |          |      |        |
| B3.4.1.2                                                  |                | b) Cavities filled with grade 15 concrete (provisional)      | m <sup>2</sup> | 15.0     |      |        |
| B3.4.2                                                    | 8.2.2          | Gabions                                                      |                |          |      |        |
| B3.4.2.1                                                  |                | 1) 1m x 1m x 2m                                              | m <sup>3</sup> | 1.0      |      |        |
| B3.4.2.2                                                  |                | 2) 1m x 1m x 3m                                              | m <sup>3</sup> | 3.0      |      |        |
| B3.4.2.3                                                  |                | 3) 1m x 1m x 4m                                              | m <sup>3</sup> | 2.0      |      |        |
| B3.4.2.4                                                  |                | 4) 0.5m x 0.5m x 2m                                          | m <sup>3</sup> | 1.0      |      |        |
| B3.4.2.5                                                  |                | 5) 0.3m x 1m x 2m                                            | m <sup>3</sup> | 1.0      |      |        |
| B3.4.2.6                                                  |                | 5) 0.3m x 2m x 6m                                            | m <sup>3</sup> | 2.0      |      |        |
| B3.4.3                                                    | 8.2.3          | Extra-over 8.2.2 for packing selected stone for exposed face | m <sup>2</sup> | 1.0      |      |        |
| B3.4.4                                                    | 8.2.4          | Geotextile (or geomembrane)                                  | m <sup>2</sup> | 30.0     |      |        |
| B3.4.5                                                    | 8.2.5          | Pitching                                                     |                |          |      |        |
| B3.4.5.1                                                  |                | 1) Grouted pitching on slopes up to 5%                       | m <sup>2</sup> | 3.0      |      |        |
| TOTAL SECTION B3 :<br>Carried Forward to Schedule Summary |                |                                                              |                |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**  
**TENDER No.: T03 OF 2021/22**

**SECTION B: WARD 2 – BOSBOU ROAD SECTION 2**

| <b>SECTION</b> | <b>DESCRIPTION</b>                                                          | <b>AMOUNT</b> |
|----------------|-----------------------------------------------------------------------------|---------------|
| Section B1     | Site Clearance                                                              | <hr/>         |
| Section B2     | Roadworks                                                                   | <hr/>         |
| Section B3     | Stormwater                                                                  | <hr/>         |
|                |                                                                             | <hr/>         |
|                | <b>SUB-TOTAL SCHEDULE B CARRIED FORWARD TO PRICING<br/>SCHEDULE SUMMARY</b> | <hr/>         |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 5 – WATSON STREET**

**SECTION C1: SITE CLEARANCE**

| ITEM N°                                                           | PAYMENT REFERS      | DESCRIPTION                                                                                                                                    | UNIT | QUANTITY | RATE | AMOUNT |
|-------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------|--------|
| <b>C1</b>                                                         |                     | <b>SECTION C1: SITE CLEARANCE (RHEENENDAL)</b>                                                                                                 |      |          |      |        |
| C1.1                                                              | SANS 1200C          | <b>SITE CLEARANCE</b>                                                                                                                          |      |          |      |        |
| C1.1.1                                                            | 8.2.1               | Clear and grub                                                                                                                                 | ha   | 0.5      |      |        |
| C1.1.2                                                            | 8.2.2               | Remove and grub large trees and tree stumps of girth                                                                                           |      |          |      |        |
| C1.1.2.1                                                          |                     | a) over 1m and up to and including 2m                                                                                                          | No.  | 1.0      |      |        |
| C1.1.3                                                            | 8.2.10              | Remove topsoil to nominal depth of 150mm and stockpile                                                                                         | m³   | 120.0    |      |        |
| C1.1.4                                                            | PSA 8.4.8           | Neatly saw-cut existing asphalt / bituminous surfacing up to 30mm depth                                                                        | m    | 10.0     |      |        |
| C1.1.5                                                            | PSA 8.4.8           | Demolish and remove asphalt / bituminous surfacing to designated spoil site                                                                    | m²   | 5.0      |      |        |
| C1.1.6                                                            | PSA 8.4.8           | Demolish and remove existing concrete kerbing to designated spoil site                                                                         | m    | 10.0     |      |        |
| C1.1.7                                                            | PSA 8.4.8           | Saw-cut existing stormwater pipes up to 600mm diameter                                                                                         | No   | 1.0      |      |        |
| C1.1.8                                                            | PSA 8.4.8           | Demolish and remove existing stormwater pipes up to 600mm diameter to designated spoil site                                                    | m    | 2.0      |      |        |
| C1.2                                                              | SANS 1200D 8.3.8.1c | <b>EXCAVATION</b><br>Locate and excavate by hand in soft material to expose in narrow slots perpendicular to the road, the following services: |      |          |      |        |
| C1.2.1                                                            |                     | Watermains up to 200 mm in diameter (Provisional)                                                                                              | m³   | 5.0      |      |        |
| C1.2.2                                                            |                     | Telecommunication cables (incl. fibre)                                                                                                         | m³   | 2.0      |      |        |
| C1.2.3                                                            |                     | Electrical cables                                                                                                                              | m³   | 2.0      |      |        |
| C1.2.4                                                            |                     | Stormwater pipes up to 375mm diameter                                                                                                          | m³   | 5.0      |      |        |
| C1.2.5                                                            |                     | Stormwater pipes greater than 375mm and up to 600mm diameter                                                                                   | m³   | 5.0      |      |        |
| <b>TOTAL SECTION C1 :<br/>Carried Forward to Schedule Summary</b> |                     |                                                                                                                                                |      |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 5 – WATSON STREET**

**SECTION C2: ROADWORKS**

| ITEM N°                         | PAYMENT REFERS    | DESCRIPTION                                                                                          | UNIT | QUANTITY | RATE | AMOUNT |
|---------------------------------|-------------------|------------------------------------------------------------------------------------------------------|------|----------|------|--------|
| <b>C2</b>                       |                   | <b>SECTION C2: ROADWORKS (RHEENENDAL)</b>                                                            |      |          |      |        |
| C2.1                            | SANS 1200DM 8.3.3 | <b>EARTHWORKS</b>                                                                                    |      |          |      |        |
| C2.1.1                          |                   | Treatment of road-bed                                                                                |      |          |      |        |
|                                 |                   | a) Road-bed preparation and compaction of material to                                                |      |          |      |        |
| C2.1.1.1                        |                   | 1) minimum of 90% modified AASHTO maximum density                                                    | m³   | 310.0    |      |        |
| C2.1.1.2                        |                   | 2) minimum of 93% modified AASHTO maximum density                                                    | m³   | 10.0     |      |        |
| C2.1.1.3                        |                   | 3) minimum of 100% modified AASHTO maximum density (sand)                                            | m³   | 10.0     |      |        |
| C2.1.1.4                        |                   | b) In-place treatment of road-bed in intermediate or hard rock material by                           |      |          |      |        |
|                                 |                   | 1) ripping                                                                                           | m³   | 5.0      |      |        |
| C2.1.2                          | 8.3.4             | Cut to fill, borrow to fill                                                                          |      |          |      |        |
| C2.1.2.1                        |                   | a) Compact to 90% of modified AASHTO maximum density                                                 | m³   | 50.0     |      |        |
| C2.1.2.2                        |                   | b) Rockfill, process, and compact                                                                    | m³   | 3.0      |      |        |
| C2.1.3                          | 8.3.5             | Selected layer compacted to 93% of modified AASHTO maximum density                                   | m³   | 50.0     |      |        |
| C2.1.4                          | PSDM 8.3.17       | Construct G9 lower selected layer with material from commercial sources compacted to 90% Mod. AASHTO | m³   | 310.0    |      |        |
| C2.1.5                          | PSDM 8.3.18       | Construct G7 upper selected layer with material from commercial sources compacted to 93% Mod. AASHTO | m³   | 310.0    |      |        |
| C2.1.6                          | 8.3.6             | Extra-over items 8.3.4 and 8.3.5 for excavating and breaking down material in                        |      |          |      |        |
| C2.1.6.1                        |                   | a) Intermediate excavation                                                                           | m³   | 10.0     |      |        |
| C2.1.6.2                        |                   | b) Hard excavation                                                                                   | m³   | 10.0     |      |        |
| C2.1.7                          | 8.3.7             | Cut to spoil or stockpile from                                                                       |      |          |      |        |
| C2.1.7.1                        |                   | a) Soft excavation                                                                                   | m³   | 1 420.0  |      |        |
| C2.1.7.2                        |                   | b) Intermediate excavation                                                                           | m³   | 5.0      |      |        |
| C2.1.7.2                        |                   | c) Hard excavation                                                                                   | m³   | 5.0      |      |        |
| C2.1.8                          | 8.3.8             | Removal of oversize material                                                                         | m³   | 5.0      |      |        |
| C2.1.9                          | 8.3.7             | Unsuitable material cut to designated spoil site                                                     | m³   | 50.0     |      |        |
| C2.1.10                         | PSA 8.4.8         | Construct pioneer layer using material from commercial sources (Provisional)                         | m³   | 50.0     |      |        |
| Section C2 Carried forward/.... |                   |                                                                                                      |      |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 5 – WATSON STREET**

**SECTION C2: ROADWORKS**

| ITEM N°                         | PAYMENT REFERS    | DESCRIPTION                                                                              | UNIT  | QUANTITY | RATE | AMOUNT |
|---------------------------------|-------------------|------------------------------------------------------------------------------------------|-------|----------|------|--------|
| Section C2 Brought forward      |                   |                                                                                          |       |          |      |        |
| C2.1.11                         | 8.3.9             | Overbreak of excavation in                                                               |       |          |      |        |
| C2.1.11.1                       |                   | a) Intermediate excavation                                                               | m³    | 5.0      |      |        |
| C2.1.11.2                       |                   | b) Hard excavation                                                                       | m³    | 5.0      |      |        |
| C2.1.12                         | 8.3.10            | Materials bladed to windrow                                                              | m³    | 50.0     |      |        |
| C2.1.13                         | 8.3.11            | Extra-over items 8.3.2, 8.3.4 or 8.3.5 for temporary stockpiling of materials            | m³    | 100.0    |      |        |
| C2.1.14                         | 8.3.12            | Overhaul                                                                                 | m³.km | 1 000.0  |      |        |
| C2.1.15                         | 8.3.13            | Surface finishes                                                                         |       |          |      |        |
| C2.1.15.1                       |                   | a) Topsoiling                                                                            | m³    | 150.0    |      |        |
| C2.1.15.2                       |                   | b) Grassing or other cover                                                               | m²    | 1 500.0  |      |        |
| C2.1.16                         | PSDM 8.3.13       | Trimming and grading of verges                                                           | m²    | 1 500.0  |      |        |
| C2.2                            | SANS 1200ME 8.3.3 | <b>SUBBASE</b>                                                                           |       |          |      |        |
| C2.2.1                          |                   | Construct the subbase course with material from commercial sources                       |       |          |      |        |
| C2.2.1.1                        |                   | (1) G5 material compacted to 95% modified AASHTO                                         | m³    | 300.0    |      |        |
| C2.2.1.3                        |                   | (3) C4 material compacted to 98% modified AASHTO (stabilising agent measured elsewhere)  | m³    | 5.0      |      |        |
| C2.2.2                          | 8.3.5(d)          | Process subbase material by the following processes, as relevant, and use in the subbase |       |          |      |        |
| C2.2.2.1                        |                   | d) Stabilization                                                                         | m³    | 300.0    |      |        |
| C2.2.3                          | 8.3.8             | Stabilising agent                                                                        |       |          |      |        |
| C2.2.3.1                        |                   | a) Road lime                                                                             | t     | 10.0     |      |        |
| C2.2.3.2                        |                   | b) Portland cement                                                                       | t     | 10.0     |      |        |
| C2.3                            | SANS 1200MF 8.3.3 | <b>BASE</b>                                                                              |       |          |      |        |
| C2.3.1                          |                   | Construct the base with material from commercial sources                                 |       |          |      |        |
| C2.3.1.1                        |                   | a) Gravel material<br>(1) 150mm G5 material compacted to 95% Mod. AASHTO                 | m³    | 10.0     |      |        |
| C2.3.1.2                        |                   | b) Graded crushed stone<br>(1) 100mm G4 material compacted to 98% Mod. AASHTO            | m³    | 250.0    |      |        |
| Section C2 Carried forward/.... |                   |                                                                                          |       |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 5 – WATSON STREET**

**SECTION C2: ROADWORKS**

| ITEM N°                         | PAYMENT REFERS | DESCRIPTION                                                                                                 | UNIT           | QUANTITY | RATE | AMOUNT |
|---------------------------------|----------------|-------------------------------------------------------------------------------------------------------------|----------------|----------|------|--------|
| Section C2 Brought forward      |                |                                                                                                             |                |          |      |        |
| C2.4                            | SANS 1200MH    | <b>ASPHALT BASE AND SURFACING</b>                                                                           |                |          |      |        |
| C2.4.1                          | 8.5.1          | Prime coat                                                                                                  |                |          |      |        |
| C2.4.1.1                        |                | (1) MC 30 at 0,7 litres/m <sup>2</sup>                                                                      | m <sup>2</sup> | 1 650.0  |      |        |
| C2.4.3                          | 8.5.4          | Asphalt (nominal thickness indicated) (type of asphalt and binder stated)                                   |                |          |      |        |
| C2.4.3.1                        |                | (1) Continuously graded fine asphalt surfacing, 25mm nominal thickness (50/70 pen grade bitumen binder)     | t              | 110.0    |      |        |
| C2.4.4                          | 8.5.5          | Variations in quantities of prime, curing and tack coats, and bituminous binders                            | ℓ              | 50.0     |      |        |
| C2.4.5                          | 8.5.6          | Mineral filler                                                                                              | t              | 1.0      |      |        |
| C2.5                            | SANS 1200MJ    | <b>SEGMENTED PAVING</b>                                                                                     |                |          |      |        |
| C2.5.1                          | 8.2.1          | Provision of Edge Restraints                                                                                | m              | 100.0    |      |        |
| C2.5.2                          | 8.2.2          | Construction of Paving Complete                                                                             |                |          |      |        |
| C2.5.2.1                        |                | (1) 60mm Type A interlocking precast concrete paving in herringbone pattern on 20mm sand                    | m <sup>2</sup> | 350.0    |      |        |
| C2.5.3                          | 8.2.3          | Cutting Units to Fit Edge Restraints                                                                        | m              | 450.0    |      |        |
| C2.5.4                          | 8.2.4          | Rolling to Locked-up Condition as Specified in 5.6.2 (Provisional)                                          | m <sup>2</sup> | 1 982.0  |      |        |
| C2.5.5                          | 8.2.5          | Trial Section, not Part of Permanent Works (size stated)                                                    | m <sup>2</sup> | 50.0     |      |        |
| C2.6                            | SANS 1200MK    | <b>KERBING AND CHANNELING</b>                                                                               |                |          |      |        |
| C2.6.1                          | 8.2.1          | Concrete Kerbing (Grade of concrete for cast-in-situ concrete and type and figure or drawing number stated) |                |          |      |        |
| C2.6.1.1                        |                | (1) Precast barrier kerb (Fig.4) on screed and 20MPa continuous backing concrete                            |                |          |      |        |
| C2.6.1.1.1                      |                | a) Exceeding 4m radius up to 20m radius                                                                     | m              | 20.0     |      |        |
| C2.6.1.2                        |                | b) Exceeding 20m radius (including straight)                                                                | m              | 10.0     |      |        |
| C2.6.1.3                        |                | (2) Precast mountable kerb (Fig.8) on screed and 20MPa continuous backing concrete                          |                |          |      |        |
| C2.6.1.3.1                      |                | a) Exceeding 4m radius up to 20m radius                                                                     | m              | 40.0     |      |        |
| C2.6.1.4                        |                | b) Exceeding 20m radius (including straight)                                                                | m              | 150.0    |      |        |
| Section C2 Carried forward/.... |                |                                                                                                             |                |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 5 – WATSON STREET**

**SECTION C2: ROADWORKS**

| ITEM N°                         | PAYMENT REFERS | DESCRIPTION                                                                                                                                               | UNIT           | QUANTITY | RATE | AMOUNT |
|---------------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|--------|
| Section C2 Brought forward      |                |                                                                                                                                                           |                |          |      |        |
| C2.6.2                          | 8.2.2          | Concrete Kerbing and Channeling Combined (Grade of concrete for cast-in-situ concrete and type and figure or drawing number stated)                       |                |          |      |        |
|                                 |                | (1) Precast barrier kerb (Fig.4) on screed with 25MPa concrete channel (depth to match layerworks) and 20MPa continuous backing concrete                  |                |          |      |        |
| C2.6.2.1                        |                | a) Exceeding 4m radius up to 20m radius                                                                                                                   | m              | 120.0    |      |        |
| C2.6.2.2                        |                | b) Exceeding 20m radius (including straight)                                                                                                              | m              | 420.0    |      |        |
| C2.6.5                          | 8.2.6          | Ancillaries                                                                                                                                               |                |          |      |        |
|                                 | 8.2.6.1        | Inlet, outlet, transition, and similar structures (measured as unit structures - refer to type drawing for structure and grade of concrete)               |                |          |      |        |
| C2.6.5.1                        |                | (1) 1m transition from mountable to barrier kerb (25MPa concrete)                                                                                         | No.            | 2.0      |      |        |
| C2.6.5.2                        |                | (2) 2m transition from mountable to barrier kerb (25MPa concrete)                                                                                         | No.            | 16.0     |      |        |
| C2.6.6                          | 8.2.7          | Trimming of Excavation for Concrete-Lined Open Drains in                                                                                                  |                |          |      |        |
| C2.6.6.1                        |                | a) Soft material                                                                                                                                          | m <sup>2</sup> | 15.0     |      |        |
| C2.6.7                          | 8.2.8          | Cast-In-Situ Concrete Lining to Open Drains (concrete grade and type of drain stated)                                                                     | m <sup>3</sup> | 2.0      |      |        |
| C2.6.8                          | 8.2.9          | Formwork to Cast-In-Situ Concrete Lining of Open Drains                                                                                                   |                |          |      |        |
| C2.6.8.1                        |                | b) To sides with formwork on both internal and external faces (each face measured)                                                                        | m <sup>2</sup> | 4.0      |      |        |
| C2.6.8.2                        |                | c) To ends of slabs                                                                                                                                       | m <sup>2</sup> | 1.5      |      |        |
| C2.6.9                          | 8.2.10         | Sealed Joints in Concrete Lining of Open Drains (refer to type drawing)                                                                                   | m              | 5.0      |      |        |
| C2.6.11                         | 8.2.12         | Steel Reinforcement                                                                                                                                       | t              | 0.5      |      |        |
| C2.6.12                         | 8.2.13         | Sprayed Bitumen Emulsion Primer or Polyethylene Sheeting for Concrete-Lined Open Drains                                                                   | m <sup>2</sup> | 15.0     |      |        |
| C2.7                            | SANS 1200MM    | <b>ANCILLARY ROADWORKS</b>                                                                                                                                |                |          |      |        |
| C2.7.1                          |                | <b>ROAD SIGNS</b>                                                                                                                                         |                |          |      |        |
| C2.7.1.1                        | 8.3.1          | Sign faces with Painted or Galvanized (as Stated) Background, with Painted Symbols, Characters, Legend, and Borders, and with Signboards Constructed from |                |          |      |        |
| Section C2 Carried forward/.... |                |                                                                                                                                                           |                |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 5 – WATSON STREET**

**SECTION C2: ROADWORKS**

| ITEM N°                         | PAYMENT REFERS | DESCRIPTION                                                                                                                                                                                                                                                                | UNIT | QUANTITY | RATE | AMOUNT |
|---------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------|--------|
| Section C2 Brought forward      |                |                                                                                                                                                                                                                                                                            |      |          |      |        |
| C2.7.1.1.1                      |                | a) Aluminium sheet (2,0 mm thick), of area<br><br>Over and Up to<br>1) - 2 m²                                                                                                                                                                                              | m²   | 2.0      |      |        |
| C2.7.1.2                        | 8.3.2          | Provision and Application of Retro-reflective Material                                                                                                                                                                                                                     |      |          |      |        |
| C2.7.1.2.1                      |                | a) Engineering grade retro-reflective background, characters, symbols, legened, and borders                                                                                                                                                                                | m²   | 2.0      |      |        |
| C2.7.1.2.2                      |                | c) High intensity grade characters, symbols, legened, and borders and engineering grade retro-reflective background                                                                                                                                                        | m²   | 0.5      |      |        |
| C2.7.1.3                        | 8.3.3          | Sign Supports                                                                                                                                                                                                                                                              |      |          |      |        |
| C2.7.1.3.1                      |                | b) Steel tubing (protective treatment, if any, stated)<br>(1) Hot-dipped galvanized                                                                                                                                                                                        | No.  | 2.0      |      |        |
| C2.7.1.3.2                      |                | c) Timber (diameter and type indicated) complying with<br>(1) 75mm nominal diameter                                                                                                                                                                                        | m    | 5.0      |      |        |
| C2.7.1.3.3                      |                | (2) 100mm nominal diameter                                                                                                                                                                                                                                                 | m    | 5.0      |      |        |
| C2.7.1.4                        | 8.3.4          | Excavation and Backfilling and Concreting (if any) for Sign Supports (material to be used for backfil stated)                                                                                                                                                              |      |          |      |        |
| C2.7.1.4.1                      |                | (1) Soilcrete backfill                                                                                                                                                                                                                                                     | m³   | 2.5      |      |        |
| C2.7.1.5                        | 8.3.6          | Statutory Signs, Street Names, and the Like, Supplied and Erected Complete<br><br>Signs as detailed in the latest edition of the SADC Road Traffic Signs Manual                                                                                                            |      |          |      |        |
| C2.7.1.5.1                      |                | (1) R1 "Stop" (610mm width)                                                                                                                                                                                                                                                | No.  | 6.0      |      |        |
| C2.7.1.5.2                      |                | (2) R2 "Yield" (600mm)                                                                                                                                                                                                                                                     | No.  | 2.0      |      |        |
| C2.7.1.6                        | 8.3.7          | Dismantling and Re-erection of Roads Signs having Surface Area of                                                                                                                                                                                                          |      |          |      |        |
| C2.7.1.6.1                      |                | Over and Up to<br>1) - 2 m²                                                                                                                                                                                                                                                | No.  | 2.0      |      |        |
| C2.8                            |                | <b>ROAD MARKINGS</b>                                                                                                                                                                                                                                                       |      |          |      |        |
| C2.8.1                          | 8.4.1          | Non-reflectorized Paint Applied at Nominal Rate of 0,42 ℓ/m² (or Proprietary Brand Road-Marking Material (Nominal Rate of Application and Particulars Stated), as Scheduled<br><br>Retroreflective solvent based road marking paint applied at a nominal rate of 0,42 ℓ/m² |      |          |      |        |
| Section C2 Carried forward/.... |                |                                                                                                                                                                                                                                                                            |      |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 5 – WATSON STREET**

**SECTION C2: ROADWORKS**

| ITEM N°                                                                 | PAYMENT REFERS | DESCRIPTION                                                           | UNIT | QUANTITY | RATE | AMOUNT |
|-------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------|------|----------|------|--------|
| Section C2 Brought forward                                              |                |                                                                       |      |          |      |        |
| C2.8.1.1                                                                |                | a) White lines (broken or unbroken)(width of line indicated)          |      |          |      |        |
| C2.8.1.1.1                                                              |                | (1) 100mm wide                                                        | km   | 0.8      |      |        |
| C2.8.1.1.1                                                              |                | (2) 300mm wide                                                        | km   | 0.1      |      |        |
| C2.8.1.2                                                                |                | b) Yellow lines (broken or unbroken)(width of line indicated)         |      |          |      |        |
| C2.8.1.2.1                                                              |                | (1) 100mm wide                                                        | km   | 1.6      |      |        |
| C2.8.1.3                                                                |                | c) White characters and symbols                                       | m²   | 35.0     |      |        |
| C2.8.2                                                                  | 8.4.2          | Variation in Rate of Application from that Stated in Item 8.4.1       |      |          |      |        |
| C2.8.2.1                                                                |                | a) White paint                                                        | ℓ    | 20.0     |      |        |
| C2.8.2.2                                                                |                | b) Yellow paint                                                       | ℓ    | 20.0     |      |        |
| C2.8.2.3                                                                |                | c) Glass beads                                                        | kg   | 5.0      |      |        |
| C2.8.2.4                                                                |                | d) Proprietary brand road-marking material                            | ℓ    | 20.0     |      |        |
| C2.8.3                                                                  | 8.4.3          | Road Studs (type will be stated)                                      |      |          |      |        |
| C2.8.3.1                                                                |                | (1) STA-52 or similar approved                                        | No.  | 10.0     |      |        |
| C2.8.4                                                                  | 8.4.4          | Setting out and Premarking                                            |      |          |      |        |
| C2.8.4.1                                                                |                | a) Lines (excluding traffic island markings, characters, and symbols) | km   | 2.4      |      |        |
| C2.9                                                                    |                | <b>MISCELLANEOUS</b>                                                  |      |          |      |        |
| C2.9.1                                                                  | PSA 8.4.8      | Supply and install concrete bollards complete                         | No   | 20.0     |      |        |
| <b>TOTAL SECTION C2 :</b><br><b>Carried Forward to Schedule Summary</b> |                |                                                                       |      |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 5 – WATSON STREET**

**SECTION C3: STORMWATER**

| ITEM N°                         | PAYMENT REFERS  | DESCRIPTION                                                                                  | UNIT | QUANTITY | RATE | AMOUNT |
|---------------------------------|-----------------|----------------------------------------------------------------------------------------------|------|----------|------|--------|
| <b>C3</b>                       |                 | <b>SECTION C3: STORMWATER (RHEENENDAL)</b>                                                   |      |          |      |        |
| C3.1                            | SANS<br>1200DB  | <b>EARTHWORKS (PIPE TRENCHES)</b>                                                            |      |          |      |        |
| C3.1.1                          | 8.3.2           | Excavation                                                                                   |      |          |      |        |
| C3.1.1.1                        |                 | a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material | m³   | 675.0    |      |        |
| C3.1.1.2                        |                 | b) Extra-over item (a) above for:                                                            |      |          |      |        |
| C3.1.1.2.1                      |                 | 1) Intermediate excavation                                                                   | m³   | 2.0      |      |        |
| C3.1.1.2.2                      |                 | 2) Hard rock excavation                                                                      | m³   | 2.0      |      |        |
| C3.1.1.3                        |                 | c) Excavate and dispose of unsuitable material from                                          | m³   | 2.0      |      |        |
| C3.1.2                          | 8.3.3           | Excavation Ancillaries                                                                       |      |          |      |        |
|                                 | PSDB<br>8.3.3.1 | Make up deficiency in backfill material (provisional)                                        |      |          |      |        |
| C3.1.2.1                        |                 | a) from necessary excavations on site                                                        | m³   | 2.0      |      |        |
| C3.1.3                          | 8.3.3.3         | Compaction in road reserves                                                                  | m³   | 30.0     |      |        |
| C3.1.4                          | 8.3.3.4         | Overhaul                                                                                     |      |          |      |        |
| C3.1.4.1                        |                 | a) Limited overhaul                                                                          | m³   | 300.0    |      |        |
| C3.1.6                          | 8.3.5           | Existing Services that Intersect or Adjoin a Pipe Trench                                     |      |          |      |        |
| C3.1.6.1                        |                 | a) Services that intersect a trench (angles between centre-lines in plan of 45-90°)          |      |          |      |        |
| C3.1.6.1.1                      |                 | 1) Water erf connections                                                                     | No.  | 5.0      |      |        |
| C3.1.6.1.2                      |                 | 2) Electrical cable erf connectios                                                           | No.  | 5.0      |      |        |
| C3.1.6.2                        |                 | b) Services that adjoin a trench                                                             |      |          |      |        |
| C3.1.6.2.1                      |                 | 1) Water erf connections                                                                     | m    | 50.0     |      |        |
| C3.1.6.2.1                      |                 | 2) Electrical cable erf connectios                                                           | m    | 50.0     |      |        |
| C3.1.7                          | 8.3.6           | Finishing                                                                                    |      |          |      |        |
| C3.1.7.1                        | 8.3.6.1         | Reinstate road surfaces complete with all courses                                            |      |          |      |        |
| C3.1.7.1.1                      |                 | c) Asphalt of thickness 40mm in roadway                                                      | m²   | 15.0     |      |        |
| C3.1.7.1.2                      |                 | d) Gravel wearing course                                                                     | m²   | 5.0      |      |        |
| C3.2                            | SANS<br>1200LB  | <b>BEDDING (PIPES)</b>                                                                       |      |          |      |        |
| C3.2.1                          | 8.2.1           | Provision of Bedding from Trench Excavation                                                  |      |          |      |        |
| C3.2.1.1                        |                 | a) Selected granular material                                                                | m³   | 1.0      |      |        |
|                                 |                 |                                                                                              |      |          |      |        |
| Section C3 Carried forward/.... |                 |                                                                                              |      |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**TENDER No.: T03 OF 2021/22**

**WARD 5 – WATSON STREET**

**SECTION C3: STORMWATER**

| ITEM N°                                                           | PAYMENT REFERS | DESCRIPTION                                                                                                                                                                       | UNIT           | QUANTITY | RATE | AMOUNT |
|-------------------------------------------------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|--------|
| Section C3 Brought forward                                        |                |                                                                                                                                                                                   |                |          |      |        |
| C3.2.1.2                                                          |                | b) Selected fill material                                                                                                                                                         | m <sup>3</sup> | 1.0      |      |        |
| C3.2.2                                                            | 8.2.2          | Supply only of Bedding by Importation                                                                                                                                             |                |          |      |        |
| C3.2.2.1                                                          | 8.2.2.3        | From commercial sources (Provisional)                                                                                                                                             | m <sup>3</sup> | 20.0     |      |        |
| C3.3                                                              | SANS 1200LE    | <b>STORMWATER DRAINAGE</b>                                                                                                                                                        |                |          |      |        |
| C3.3.1                                                            | 8.2.1          | Supply and Lay Concrete Pipe Culverts on Class B bedding ( type, class, and nominal diameter of pipes, and special jointing)                                                      |                |          |      |        |
| C3.3.1.1                                                          |                | (1) Class 100D, 375mm diameter                                                                                                                                                    | m              | 450.0    |      |        |
| C3.3.4                                                            | 8.2.8          | Supply and Install Manholes, Catchpits, and the Like                                                                                                                              |                |          |      |        |
| C3.3.4.1                                                          |                | a) Manholes (type and depth)                                                                                                                                                      | No.            | 3.0      |      |        |
| C3.3.4.2                                                          |                | b) Catchpits (type)                                                                                                                                                               | No.            | 6.0      |      |        |
| C3.3.4.3                                                          |                | c) Extra over or under item (a) above for variation in depth of manholes from the standard depth designated for purposes of tendering (standard depth and type of manhole stated) | m              | 10.0     |      |        |
| C3.3.8                                                            | 8.2.13         | The Raising or Lowering of Existing Manholes                                                                                                                                      | No.            | 2.0      |      |        |
| C3.4                                                              | SANS 1200DK    | <b>GABIONS AND PITCHING</b>                                                                                                                                                       |                |          |      |        |
| C3.4.1                                                            | 8.2.1          | Surface preparation fro bedding of gabions                                                                                                                                        |                |          |      |        |
| C3.4.1.1                                                          |                | a) Cavities filled with approved excavated material or rock                                                                                                                       | m <sup>2</sup> | 5.0      |      |        |
| C3.4.1.2                                                          |                | b) Cavities filled with grade 15 concrete (provisional)                                                                                                                           | m <sup>2</sup> | 5.0      |      |        |
| C3.4.2                                                            | 8.2.2          | Gabions                                                                                                                                                                           |                |          |      |        |
| C3.4.2.1                                                          |                | 1) 1m x 1m x 2m                                                                                                                                                                   | m <sup>3</sup> | 1.0      |      |        |
| C3.4.2.2                                                          |                | 2) 1m x 1m x 3m                                                                                                                                                                   | m <sup>3</sup> | 1.0      |      |        |
| C3.4.2.3                                                          |                | 3) 1m x 1m x 4m                                                                                                                                                                   | m <sup>3</sup> | 1.0      |      |        |
| C3.4.2.4                                                          |                | 4) 0.5m x 0.5m x 2m                                                                                                                                                               | m <sup>3</sup> | 1.0      |      |        |
| C3.4.2.5                                                          |                | 5) 0.3m x 1m x 2m                                                                                                                                                                 | m <sup>3</sup> | 1.0      |      |        |
| C3.4.2.6                                                          |                | 5) 0.3m x 2m x 6m                                                                                                                                                                 | m <sup>3</sup> | 1.0      |      |        |
| C3.4.3                                                            | 8.2.3          | Extra-over 8.2.2 for packing selected stone for exposed face                                                                                                                      | m <sup>2</sup> | 1.0      |      |        |
| C3.4.4                                                            | 8.2.4          | Geotextile (or geomembrane)                                                                                                                                                       | m <sup>2</sup> | 5.0      |      |        |
| C3.4.5                                                            | 8.2.5          | Pitching                                                                                                                                                                          |                |          |      |        |
| C3.4.5.1                                                          |                | 1) Grouted pitching on slopes up to 5%                                                                                                                                            | m <sup>2</sup> | 5.0      |      |        |
| <b>TOTAL SECTION C3 :<br/>Carried Forward to Schedule Summary</b> |                |                                                                                                                                                                                   |                |          |      |        |

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**  
**TENDER No.: T03 OF 2021/22**

**SECTION C: WARD 5 – WATSON STREET**

| <b>SECTION</b> | <b>DESCRIPTION</b>                                                          | <b>AMOUNT</b> |
|----------------|-----------------------------------------------------------------------------|---------------|
| Section C1     | Site Clearance                                                              | <hr/>         |
| Section C2     | Roadworks                                                                   | <hr/>         |
| Section C3     | Stormwater                                                                  | <hr/>         |
|                |                                                                             | <hr/>         |
|                | <b>SUB-TOTAL SCHEDULE C CARRIED FORWARD TO PRICING<br/>SCHEDULE SUMMARY</b> | <hr/>         |

KNYSNA MUNICIPALITY

TENDER No. : T03 OF 2021/22

SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)

C2.3: SUMMARY PAGE FOR BILL OF QUANTITIES

| Section                                                                                                               | Description                    | Price |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------|-------|
| A                                                                                                                     | PRELIMINARY AND GENERAL        | _____ |
| B                                                                                                                     | WARD 2 – BOSBOU ROAD SECTION 2 | _____ |
| C                                                                                                                     | WARD 5 – WATSON STREET         | _____ |
| SUBTOTAL                                                                                                              |                                | _____ |
| ALLOWANCE 10% FOR CONTINGENCIES AS DIRECTED BY THE ENGINEER AND TO<br>BE DEDUCTED IN WHOLE OR IN PART IF NOT REQUIRED |                                | _____ |
| SUBTOTAL                                                                                                              |                                | _____ |
| ALLOW 15% VALUE ADDED TAX                                                                                             |                                | _____ |
| CONTRACT SUM (Carried to Form of Offer, Page C1-2)                                                                    |                                | _____ |

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

Signed : .....

Date : .....

Name : .....

Position : .....

Tenderer :.....

**KNYSNA MUNICIPALITY**

**TENDER NO. T 03 OF 2021/22**

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5(RHEENENDAL)**

**THE CONTRACT**  
**PART C3 (OF 4): SCOPE OF WORKS**

|             |                                                       |             |
|-------------|-------------------------------------------------------|-------------|
| <b>C3.1</b> | <b>Description of the Works</b>                       | <b>Blue</b> |
| <b>C3.2</b> | <b>Engineering</b>                                    | <b>Blue</b> |
| <b>C3.3</b> | <b>Procurement</b>                                    | <b>Blue</b> |
| <b>C3.4</b> | <b>Construction</b>                                   | <b>Blue</b> |
|             | <b>Part A : General</b>                               | <b>Blue</b> |
|             | <b>Part B : Variations to Standard Specifications</b> | <b>Blue</b> |
|             | <b>Part C : Particular Specifications</b>             | <b>Blue</b> |
| <b>C3.5</b> | <b>Management</b>                                     | <b>Blue</b> |

## C3.1: DESCRIPTION OF THE WORKS

### C3.1.1 EMPLOYER'S OBJECTIVES

It is the Employer's objective to upgrade existing gravel roads to surfaced standards.

Multiple roads were identified by the employer in and around the Knysna area, and this contract will comprise roads in Karatara and Rheenendal.

### C3.1.2 OVERVIEW OF THE WORKS

The works generally comprise earthworks for roadworks, road layerworks, concrete kerbing, and subsequent surfacing of existing internal gravel roads.

The existing roads identified for upgrading thus far and included in the scope of this contract are located within the greater Knysna municipal area. The following areas are included:

Ward 2 – Bosbou road, section 2 (approximately 500m long)

Ward 5 – Watson street (approximately 340m long)

Access to adjoining residential erven shall be maintained for the duration of the works.

***Note that work shall commence in both the wards simultaneously.***

### C3.1.3 EXTENT OF THE WORKS

Work to be carried out under this contract is shown on the drawings and described in Part C3.4 of these Scope of Works. This work may be briefly described as comprising the following;

- Earthworks for roadworks,
- Roadbed preparation,
- Construction of subgrade layers,
- Construction of subbase layer,
- Construction of basecourse layers,
- Construction of sunken, mountable and barrier precast concrete kerbing,
- Interlocking concrete paving
- Asphalt surfacing,
- Stormwater channels
- Construction of Gabions, and
- Road signs and marking.

### C3.1.4 LOCATION OF WORKS

As stated in C3.1.2 above, the project is located in Karatara and Rheenendal, within the Knysna Municipality area.

Refer to the locality plan,  
Drawing No. 8040/001/RLA/400.

### C3.1.5 TEMPORARY WORKS

Temporary works shall comprise of the following:

- Location and protection of existing services.
- Dealing with stormwater runoff and or groundwater.

- Shoring of excavations where required.
- Formwork to structures where required.
- Maintaining access to adjoining erven. Pedestrian access shall be provided at all times for the duration of the works. Vehicular access may at times not be possible. In these instances, the Contractor shall make all necessary arrangements for safe and secure off-street parking within a reasonable walking distance of the erven affected.
- Traffic accommodation on adjoining and intersecting streets, and on areas affected by construction traffic.
- Fencing and barricading of all unsafe areas, and where boundary walls / fences have been removed to allow for construction activities.
- Security.

#### **C3.1.6 Sequence of the works**

The contractor shall programme the sequence of the works to ensure efficient use of resources and completion of the work within the time for completion, allowing sufficient time for pre-approval, hold-points, inspections and approvals.

***Note that work shall commence in both the wards simultaneously.***

## C3.2: ENGINEERING

### C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Responsibilities for design are :

| Design item / level of design                       | Party responsible for Design / Supply of drawings |
|-----------------------------------------------------|---------------------------------------------------|
| Concept, feasibility and overall process            | Employer & Employer's Agent                       |
| Basic engineering and detail layout to tender stage | Employer & Employer's Agent                       |
| Final design to approved for construction stage     | Employer & Employer's Agent                       |
| All temporary works                                 | Contractor                                        |
| Record drawings                                     | Contractor                                        |

### C3.2.2 EMPLOYER'S DESIGN

All permanent works have been designed by the Employer's Agent, as reflected on the drawings issued herewith and as construction drawings on commencement.

### C3.2.3 DESIGN BRIEF

The Contractor is responsible for the design of all temporary works required for the construction of the permanent works – all to the approval of the Employer's Agent and Employer before construction commences.

No permanent works will be designed by the Contractor.

### C3.2.4 DRAWINGS

Drawings detailing the design of temporary works shall be prepared by the Contractor for approval by the Employer's Agent.

The drawings listed below have been prepared by the Employer's Agent and are issued as tender drawings. Subsequent revisions will be issued for construction at commencement and as required thereafter.

| Drawing No.      | Description                         | Size |
|------------------|-------------------------------------|------|
| 8040/001/RLA/400 | Locality Plan                       | A1   |
| 8040/001/RCS/501 | Typical Cross-sections              | A1   |
| 8040/001/RCS/502 | Typical Details (1 of 3)            | A1   |
| 8040/001/RCS/503 | Typical Details (2 of 3)            | A1   |
| 8040/001/RCS/504 | Typical Details (3 of 3)            | A1   |
| 8040/001/RCS/505 | Contract Nameboard                  | A1   |
| 8040/001/RLA/002 | Karatara Layout                     | A1   |
| 8040/001/RLA/004 | Rheenendal Layout                   | A1   |
| 8040/001/RCS/001 | Bosbou Cross-Section (1 of 4)       | A1   |
| 8040/001/RCS/002 | Bosbou Cross-Section (2 of 4)       | A1   |
| 8040/001/RCS/003 | Bosbou Cross-Section (3 of 4)       | A1   |
| 8040/001/RCS/004 | Bosbou Cross-Section (4 of 4)       | A1   |
| 8040/001/RLS/001 | Bosbou Plan & Long Section (1 of 4) | A1   |
| 8040/001/RLS/002 | Bosbou Plan & Long Section (2 of 4) | A1   |
| 8040/001/RLS/003 | Bosbou Plan & Long Section (3 of 4) | A1   |
| 8040/001/RLS/004 | Bosbou Plan & Long Section (4 of 4) | A1   |
| 8040/001/RLS/201 | Watson Plan & Long Section (1 of 2) | A1   |
| 8040/001/RLS/202 | Watson Plan & Long Section (2 of 2) | A1   |

|                  |                                       |    |
|------------------|---------------------------------------|----|
| 8040/001/RCS/203 | Watson Cross-Section (1 of 2)         | A1 |
| 8040/001/RCS/204 | Watson Cross-Section (2 of 2)         | A1 |
| 8040/001/RSL/205 | Watson Stormwater Plan & Long Section | A1 |

The Contractor shall mark up on drawings provided to him for this purpose, the exact positions and details of all existing services, new infrastructure and the like constructed under this contract. The marked-up drawings shall be handed to the Employer's Agent monthly as the work progresses and a full, complete set prior to requesting Practical Completion.

### **C3.2.5 DESIGN PROCEDURES**

The Contractor shall obtain the Employer's Agent's approvals of his proposed designs prior to commencement of the temporary works.

### C3.3: PROCUREMENT

#### C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

##### C3.3.1.1 Requirements

All sub-contractors contributing to targeted procurement shall be procured through a competitive, public tender process. The Conditions of Tender and Tender Data as applicable to the procurement of this contract shall apply to the procurement of these sub-contractors.

##### C3.3.1.2 Resource standard pertaining to targeted procurement

The Conditions of Tender and Tender Data as applicable to the procurement of this contract shall apply to the procurement of these sub-contractors.

#### C3.3.2 SUBCONTRACTING

##### C3.3.2.1 Scope of Mandatory Subcontract Works

The following covers the Employer's requirements for the use and development of EME and QSE subcontractors and suppliers from the Target Area.

(i) Definitions

For the purposes of the Scope of Works, the definitions given in the General Conditions of Contract for Construction Works (2015), the Standard Specifications and the Scope of Works, together with the following additional definitions shall apply:

- a) **"Contract"** shall have the meaning assigned thereto in Clause 1.1.1.7 of the General Conditions of Contract for Construction Works (2015).
- b) **"Contract Participation"** is a process by which the Employer implements Government's objectives by setting targets relating to small contractor development and labour enhancement which the Contractor shall achieve as a minimum.
- c) **"Contractor"** shall have the meaning assigned thereto in Clause 1.1.1.9 of the General Conditions of Contract for Construction Works (2015).
- d) **"EME"** is an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- e) **"Labour"** is the Contractor's and Subcontractor's personnel whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor's and Subcontractor's employment policies. The personnel employed by suppliers are not defined as Labour.
- f) **"QSE"** is a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- g) **"Target Area"** is the area within the Knysna municipal boundaries.
- h) **"Targeted Enterprise"** is an EME or QSE which:
  - (i) is at least 51% owned by black people; and
  - (ii) the Contractor has no equity holding in; and
  - (iii) is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and

- (iv) is registered on the National Treasury's Central Supplier Database (CSD); and
    - (v) is a sub-contractor who undertakes work within its registered CIDB category; or
    - (vi) is a supplier of Goods which satisfies (i) to (iv).
  - i) **"Target Group"** is a Designated Group as defined in the Preferential Procurement Regulations, 2017 or Youth.
  - j) **"Targeted Labour"** is Labour recruited from the Target Area, who permanently reside in the Target Area or who are recognized as being residents of the Target Area on the basis of identification and association with and recognition by the residents of the Target Area.
  - k) **"Youth"** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).
- (ii) Contract Participation

**(a) Objective**

Knysna Municipality wishes to extend economic opportunities and develop entrepreneurial capacity by the optimum utilisation of the resources existing within its boundaries, the development of these resources in the execution of the project.

**(b) Contract Participation Targets**

Contract participation is the process by which the Employer implements the above objectives. The Employer sets targets for construction by specified entities the rand value for which is based on the services and work undertaken by the specified entities and measured as a percentage of the Final Contract Value measured at the date of issue of the Practical Completion Certificate. The Contractor is obliged to commit to or exceed a Contract Participation Target of 25%.

The 25% target must be allocated to CIDB Grade 1CE to 3CE level contractors, subject to the following minimum sub-limits:

- 30% (of the 25% target) to be allocated to local CIDB Grade 1CE contractors
- 30% (of the 25% target) to be allocated to local CIDB Grade 2CE & 3CE contractors

Should there not be sufficient EME's in the designated grades that qualify for the work to be undertaken after the tender process has been completed, and/or insufficient EME's qualify in a specific designated grade to achieve a sub-target, then the sub-targets may be adjusted and/or EME's in the next level upwards may be used subject to approval by the Employer.

**(c) Contract Participation Goal (CPG)**

The CPG is the monetary value of the targets set by the Employer and will be calculated as follows:

$$\text{CPG} = \text{Final Contract Value} \times (\% \text{ Targeted Enterprise} / \text{EME's})$$

The Final Contract Value is the total value of the Contractor's final certified work measured at the date of issue of the Practical Completion Certificate. The Final

Contract Value includes the value of scheduled work and extra work but excludes any adjustment for Contract Price Adjustment and VAT.

**(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:

CPP = total value (excluding VAT) of total value of Targeted Enterprise contribution by subcontractors (excluding VAT) + 50% of the value of Targeted Enterprise contribution by suppliers of Goods (excluding VAT).

The Contractor's 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 Labour, Targeted Enterprises and Target Groups. Monthly returns, in the format provided by the Employer, are required from the Contractor and shall be submitted with each interim payment certificate.

To assist in the measurement of the CPP the Contractor shall include in his contract programme details of how he will achieve the CPG. The detail shall be provided not later than 1 (one) month after the engineer has accepted the original construction programme and updated with every subsequent revision.

As an incentive to encourage the Contractor to exceed the CPG, a bonus is offered, measured as follows:

**Bonus = 0.05 x (CPP – CPG) up to a maximum of R50 000.00.**

Any bonus due (or portion thereof) shall be calculated on the Final Contract Value. No bonus shall apply if the Targeted Enterprises targets are not reached.

Conversely, failure to reach the CPG or any individual Target Group targets shall render the Contractor liable for a penalty.

**Penalty = 0.25 x [CPG - CPP]**

**(e) Accredited Registration**

CPP for Targeted Enterprises shall only be accepted if the respective Targeted Enterprises comply fully with the definition of a Targeted Enterprise, and documentary evidence to support the claim lodged with the engineer before the work or service may be considered as having been performed by a Targeted Enterprise. The responsibility for producing evidence of the respective registration documentation shall rest with the Contractor.

The Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each Targeted Enterprise 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 may engage a small contractor who is not yet registered as a Targeted Enterprise and it then becomes a responsibility of the Contractor to assist with the registration process. If not successfully registered within the contract period, work completed by that small contractor shall not count towards CPP.

**(i) Procedure for Engaging Targeted Enterprises on the Project**

The conditions of subcontract shall stipulate that the tenderer must be registered with the Construction Industry Development Board, in the relevant category, according to the estimated value of the Work Package.

The Contractor, with assistance from the Employer's Agent, must undertake the following tasks in appointing Targeted Enterprises:

- Get a list of Targeted Enterprise subcontractors who have successfully completed Knysna Municipality's mentorship programme and invite these entities to tender.
- Publicly advertise Work Packages to reach all potential subcontractors and suppliers within the target area
- Receive tenders and publicly record prices received,
- Enter into a subcontract agreement for each Work Package with the successful Targeted Enterprise subcontractor using the SAFCEC format ;
- Assist and monitor the Targeted Enterprise subcontractors with their programming, production, work output and quality;
- Issue, subject to the approval of the Employer, a Certification of Completion to each Targeted Enterprise subcontractor.

(iii) Tender Process for appointing Targeted Enterprises

a) **Tender Process**

The Contractor shall invite tenders and shall be responsible for the issuing of the subcontract tender documents to prospective tenderers. The Employer's Agent will monitor and approve this process.

The Contractor shall adjudicate the tenders with the assistance of the EME Committee and Employer's Agent Representative and shall enter into a subcontract agreement with the successful Targeted Enterprise(s).

All conditions of tender, as they applied to this Contract, shall apply where relevant, to the tenders for Targeted Enterprise subcontracts.

b) **Conditions of Tender and Contract**

The Conditions of Tender shall be those included in the tender documents for his Contract (available from the Employer's Agent if necessary).

The conditions of the subcontract agreement shall be in accordance with the General Conditions of Contract for Construction Works (2015).

c) **Assistance to the Tenderers**

A clarification meeting for each Work Package is compulsory.

The Contractor shall be responsible for ensuring that prospective Targeted Enterprise tenderers fully comprehend the following:

- Implications of the liabilities and responsibilities inherent in the subcontract into which the tenderer proposes entering;
- implications of the tendered rates;
- scope and extent of the works included in the subcontract;
- proper procedures for the submission of the tender;
- procedures and basis on which tenders will be adjudicated and the

subcontract awarded.

**d) Adjudication**

The Contractor shall receive all tenders at a location identified by him, with all sealed tender submissions being placed in a proper tender box for this purpose.

All tenders received shall be evaluated by the Employer's Agent and the person (Construction Manager) mandated to act and sign on behalf of the main Contractor

The EME Committee shall have the right to interview any Tenderer for the purpose of:

- Clarifying any aspect of the tender;
- Verifying the eligibility of the Tenderer;
- Querying abnormally high or low rates and prices, and
- Clarifying rates and prices which are not in balance with other tendered rates and prices

The correction of obvious errors shall be carried out in accordance with the requirements of the CIDB Conditions of Tender.

Adjudication of the tenders received will be made by the EME Committee. The Contractor shall be prepared to explain the process of adjudication to all Tenderers and motivate his method of award, as may be necessary. All unsuccessful and successful tenderers need to be notified in writing

**e) Award of Tenders**

The Contractor must award the work to the successful EME Tenderer where after a subcontract agreement will be signed between the Contractor and the successful EME Tenderer using the attached SAFCEC format.

**(iv) Attendance on Targeted Enterprise subcontractors**

The Contractor shall closely manage and supervise all Targeted Enterprises and shall manage, guide and assist each Targeted Enterprise in all aspects of management, carrying out and completion of his subcontract. This shall typically include assistance with planning his works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures etc. The extent and level of such management, guidance and assistance, to be provided by the Contractor shall be commensurate with the expertise of relevant Targeted Enterprise and shall be directed at enabling the Targeted Enterprises to achieve the successful carrying out and completion of the subcontract.

A payment item shall be provided in the schedule of quantities in the Contract, in which the Contractor will be reimbursed on the basis of a percentage of the value of the subcontracts awarded, for his attendance on the Targeted Enterprise subcontractors. This amount shall allow for:

- All costs incurred for advertising and adjudicating tenders, and for assistance afforded to prospective tenderers.
- All administrative, management and supervisory functions associated with the employment of the Targeted Enterprises.

**(v) Contractor's Obligations to subcontracted Targeted Enterprises**

## a) **Dispute Avoidance and Resolution Procedures**

The Contractor shall at all times:

- Apply the terms and conditions of the subcontract fairly and justly, taking due cognizance of the level of sophistication and experience of the particular Targeted Enterprise concerned.
- Closely manage and supervise all Targeted Enterprises and wherever feasible, give reasonable warning to Targeted Enterprises when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Contractor shall whenever feasible, give the Targeted Enterprises reasonable opportunity to make good any such contravention, or to avoid such contravention and shall render all reasonable assistance to the EME in this regard.

When taking any disciplinary actions or imposing any penalties as are provided for in the subcontract, the Contractor shall explain fully to the Targeted Enterprises that such actions are provided for in the subcontract.

If any dispute should arise between the Contractor and a Targeted Enterprise such dispute shall be resolved in accordance with the provisions of the subcontract.

## b) **Quality of Work and Performance of the Targeted Enterprise subcontractor**

### **Quality**

The contractor shall be fully liable for the quality of work done by the Targeted Enterprises as of that work is done by the main contractor. All works are to be done according to the specs and as specified in the tender document.

### **Performance**

If the Targeted Enterprise Subcontractor, in the opinion of the Employer's Agent, fails to comply with the criteria as 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 may include, but are not limited to, the following:

- Acceptable standard of works as set out in the specifications in the subcontract.
- Progress in accordance with the time constraints in the subcontract.
- Punctual and full payment of the workforce and suppliers.
- Site safety
- Accommodation of traffic.

The Targeted Enterprise 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 points (d) and (e), for which the reaction time shall be 24 hours. Failure to do so, will be sufficient grounds for the Contractor to terminate the subcontract, provided that the EME Committee is satisfied that the Contractor has made every effort to correct the performance by the Targeted Enterprise Subcontractor.

(vi) **Issuing of Completion Certificate**

The Contractor shall, within 7 days of the completion of each subcontract completed in accordance with the provisions of this specification, issue free of charge to the Targeted Enterprise, a Certificate of Completion. The format, layout and appearance of certificates issued shall be agreed by the EME Committee, provided always that they shall be respectable and presentable in accordance with the general standards of normal business practice. All certificates issued shall be co-signed by the Employer's Agent and a senior representative of the Contractor, who has been duly authorized thereto.

The Certificate of Completion shall provide the following information:

a) **Main Contract data:**

- Contract title;
- Contractor's full name and address;
- Employer's Agent's name and address;
- Employer's name.

b) **Subcontract data:**

- Targeted Enterprise name and address;
- Scope or extent of the subcontract works;
- Value of the subcontract works;
- Duration of the subcontract;
- Date of completion of the subcontract;
- Description of the training undergone by the Targeted Enterprise.

(vii) **Contractor's Liability**

No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction Works (2015), the Contractor shall be fully liable for the acts, defaults and neglects of any Targeted Enterprise, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.

(viii) **Measurement and Payment**

Under the work packages set aside for Targeted Enterprises, the Targeted Enterprise shall be responsible for all labour, plant, equipment, tools, materials and any other incidentals that may be required to carry out the works in accordance with the specifications.

In cases where the Targeted Enterprise is unable to have the above then the main contractor is to provide plant, equipment, tools, material and other items needed by the Targeted Enterprise in order to implement his work and such contracts will be regarded as labour only sub contractors.

The main contractor shall supervise and manage the Targeted Enterprise work at all times in order to ensure compliance with the specifications and drawings.

The main contractor shall pay Targeted Enterprise 7 days after issue of an Invoice. The main contractor will not charge Targeted Enterprise handling costs i.e. bank charges, early payment discounts etc.

The Employer's Agent may request proof of payment, invoices and detailed cost break downs at any time during the contract period.

(ix) Payment of Targeted Enterprises

Where deemed necessary in consultation with the EME Committee, in order to assist with cashflow, Targeted Enterprises may be invited to submit their payment certificates or claims fortnightly, and are to be paid by the contractor within 14 days.

Payment of Targeted Enterprises may not be delayed pending payment of the contractor by the Employer.

(x) General

The time for achieving practical completion takes into account procurement and the use of Targeted Enterprises and the main contractor is to programme his/her work taking these factors into account.

Non-performance of subcontractors shall be dealt with by the Contractor in terms of the clause 10 in the SAFCEC sub contractor agreement.

The main contractor shall not permit the invited EME sub contractor to further sub contract any part of the works.

**C3.3.2.2 Preferred Subcontractors**

Other than the requirements mentioned in C3.3.2.1 above, there is no requirement to engage preferred subcontractors.

**C3.3.2.3 Subcontracting Procedures**

Other than the requirements mentioned in C3.3.2.1 above, there is no specific requirement for subcontracting procedures.

## **C3.4: CONSTRUCTION: PART A - GENERAL**

### **C3.4.1 WORKS SPECIFICATION**

#### **C3.4.1.1 Applicable SANS Standards**

The Standardised Specifications listed below are applicable to the contract. It shall however be noted that reference is made in certain of the specifications to other standardised specifications which may or may not be included in the list below. Where such specifications are not included, they shall however be deemed to be included in the contract documents.

South African Bureau of Standards, Standardized Specifications for Civil Engineering Construction. SANS/SANS 1200 series, specifically:

|              |        |                                              |
|--------------|--------|----------------------------------------------|
| SANS 1200 A  | – 1986 | General                                      |
| SANS 1200 AB | – 1986 | Employer's Agents Office                     |
| SANS 1200 C  | – 1980 | Site Clearance (As amended 1982)             |
| SANS 1200 D  | – 1988 | Earthworks (As amended 1990)                 |
| SANS 1200 DA | – 1988 | Earthworks (small works) (As amended 1990)   |
| SANS 1200 DB | – 1989 | Earthworks (Pipe Trenches)                   |
| SANS 1200 DK | – 1996 | Gabions and Pitching                         |
| SANS 1200 G  | – 1982 | Concrete (Structural)                        |
| SANS 1200 GA | – 1982 | Concrete (Small Works)                       |
| SANS 1200 HA | – 1990 | Structural Steel Works                       |
| SANS 1200 HC | – 1988 | Corrosion Protection of Structural Steelwork |
| SANS 1200 LB | – 1988 | Bedding (Pipes)                              |
| SANS 1200 LD | – 1988 | Sewers                                       |

The term "Schedule of Quantities" appearing in any of the SANS 1200 standardised specifications, or any amendment thereto in these Scope of Works, shall be replaced with "Bill of Quantities".

#### **C3.4.1.2 Applicable national and international standards**

Where materials to be used in the works are required to comply with a SANS specification, they will be accepted as complying with the SANS specification if one of the following is satisfied.

- The display of a SANS mark on the product with a copy of the SANS certificate that allows the manufacturer to use the mark, or
- All the criteria in the relevant SANS specification is measured and confirmed on site or in an approved laboratory.

The same will apply to materials specified to comply with ISO, BS, ASTM or other international specifications.

#### **C3.4.1.3 Particular / generic specifications**

Refer to C3.4: Construction: Part C – Particular Specifications.

#### **C3.4.1.4 Certification by recognised bodies**

Refer C3.4.1.2 above.

#### **C3.4.1.5 Agreement certificates**

None required.

### **C3.4.2 PLANT AND MATERIALS**

#### **C3.4.2.1 Plant and materials supplied by the employer**

No plant or materials will be supplied by the employer.

#### **C3.4.2.2 Materials, samples and shop drawings**

All materials shall be imported by the contractor from commercial sources.

Prior to importing any materials, the contractor shall arrange for sampling and testing by a SANAS approved laboratory to prove compliance with the applicable materials specification. The Employer's Agent may request samples be delivered to his offices to allow independent testing. No materials shall be imported until the Employer's Agent has confirmed the acceptability of the proposed material(s).

### **C3.4.3 CONSTRUCTION EQUIPMENT**

#### **C3.4.3.1 Requirements for equipment**

The contractor is responsible for ensuring that the type and numbers of plant and equipment utilised is suitable to efficiently and safely complete the works with limited environmental impact and within the contract period for completion.

#### **C3.4.3.2 Equipment provided by the employer**

No plant or equipment will be provided by the employer.

### **C3.4.4 EXISTING SERVICES**

#### **C3.4.4.1 Known services**

Many known services cross the site of the works. These are shown on the drawings as far as possible. Before any work commences the exact positions of all services must be located and the services identified, marked and recorded on plan for inclusion in the record drawings.

Items have been allowed in the Bill of Quantities for dealing with and protecting existing services.

#### **C3.4.4.2 Treatment of existing services**

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

The Contractor shall however ensure that, prior to construction all the necessary Record Drawings and Wayleaves for all services have been obtained and verified on site by the relevant service providers in his presence. The Contractor must request in writing the relevant official to indicate the said services within 96 hours prior to the commencement

of the work, after which the responsibility rests with the service department if the services are not indicated to the Contractor as requested.

All existing services must be located and marked. The contractor is to take levels of all the exposed services and forward to the Employer's Agent before any work can commence. The Employer's Agent will then check levels against design and only then will the Employer's Agent allow the Contractor to continue with the works. The Contractor is to allow for the exposing of services and subsequent checks by the Employer's Agent in their programme. All existing services are to be located by hand-excavation.

The Contractor shall take whatever extra precautions are required to protect all existing services from damage during the period of the Contract. Any damage to existing services indicated by the relevant service providers or other damage as a result thereof, shall be for the Contractor's account.

#### **C3.4.4.3 Use of detection equipment for location of underground services**

The use of detection equipment shall be at the contractor's discretion and at his own cost.

#### **C3.4.4.4 Damage to services**

All repairs will be done to the standard of the service before the damage was incurred. Where owners of existing services elect to repair damages themselves, the contractor will remain liable for any claims that the owners of the service may make to compensate for the costs involved.

#### **C3.4.4.5 Reinstatement of services and structures damaged during construction**

All reinstatements will be done to the standard of the service before the damage was incurred. Where owners of existing services elect to repair damages themselves, the contractor will remain liable for any claims that the owners of the service may make to compensate for the costs involved.

### **C3.4.5 SITE ESTABLISHMENT**

#### **C3.4.5.1 Services and facilities provided by the employer**

The employer will not provide any services or facilities to the contractor.

#### **C3.4.5.2 Facilities provided by the contractor**

The contractor is to provide the necessary offices, stores, workshops and services as required in SANS 1200A and SANS 1200AB (as amended).

The Contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel. Details of the Contractor's proposals for these facilities shall be submitted to the Employer's Agent for approval prior to their erection. All regulations stipulated by the local authorities concerned must be adhered to.

##### **(i) Source of Water Supply**

The Contractor may make application to the municipality's water division for a clean water supply point but shall bear all the costs for the installation of such supply point. Water used by the Contractor from the Employer's mains will be charged for at the tariffs ruling at the time of use.

The Contractor shall make themselves thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

Water used for layerworks will not be from a potable source.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor any additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point nor for the cost of water drawn. Payment for the abovementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

(ii) Source of Power Supply

The Contractor is to make his own arrangements with the municipality's electricity department for a supply of electricity, if required, and shall pay establishment and consumption costs at the tariffs ruling at the time.

(iii) Location of Camp and Materials storage area

The final position is to be agreed with the Employer and Employer's Agent.

The Contractor shall confine his camp and storage of materials to the areas designated. On completion of the construction works, the surface of the area utilised shall be re-instated and the acceptance thereof confirmed in writing by the land owner.

(iv) Refuse Containers and Disposal

Adequate recycling containers for collection of refuse in separate containers (plastic, glass, paper etc.) shall be provided by the Contractor. All containers shall have lids. Arrangements for refuse disposal shall be made with the relevant authority.

### **C3.4.5.3 Storage and laboratory facilities**

Refer C3.4.5.2 above.

### **C3.4.5.4 Other facilities and services**

Refer C3.4.5.2 above.

(i) Security

The provision of security for the Contractor's site establishment and resources shall be his sole responsibility and no claims for additional security measures taken during the contract will be considered.

The Contractor must take note of the general crime problems which take place in the area and provide a balanced system which will provide the maximum security for his personnel and authorised visitors on the site, and reduce the risk of theft. The Contractor's security system must be approved by the Employer's Agent.

Adequate shelter and toilet facilities shall be provided to the security personnel.

(ii) Survey Control and Setting Out

Sufficient benchmarks with levels and co-ordinates are available on site. Setting out will be done from these benchmarks using co-ordinates supplied by the Employer's Agent. The Contractor shall confirm if the benchmarks provided on the drawings are correct. In the event that an insufficient amount benchmarks are available the Contractor shall arrange with a surveyor, at the Contractor's expense, for the placement of additional benchmarks.

(iii) **Control Testing**

The Contractor is required to carry out his own control testing.

The Contractor shall make arrangements with a SANAS accredited soils testing laboratory to undertake tests as per the standard specifications and to submit copies of results to the Employer's Agent. The costs of such tests shall be included in the rates tendered for the appropriate item in the Bill of Quantities.

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

**C3.4.5.5 Vehicles and equipment**

Refer C3.4.5.1 and C3.4.5.2 above.

The Employer will not make any vehicles or equipment available.

**C3.4.5.6 Advertising rights**

No communication with the media or public is permitted without the prior approval of the Employer.

**C3.4.5.7 Notice boards**

Refer C3.4.5.2 above.

**C3.4.6 SITE USAGE**

Refer Section C4: Site Information.

**C3.4.7 PERMITS AND WAYLEAVES**

The Contractor will be required to take cognisance and comply with the general way-leave requirements of the various service providers where applicable. The Contractor is to liaise with the Employer's Agent to establish who they require to make contact with prior to commencement of the Works. The following stakeholders would need to be contacted,

1. Municipal divisions (Water, Sewer, Electrical)
2. Telkom
3. Eskom
4. All other service providers in the area

**C3.4.8 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS**

The Contractor shall satisfy himself that the dimensional accuracy, alignment and levels of the existing infrastructure is compatible with the proposed works as detailed on the construction drawings.

Any discrepancies shall be brought to the attention of the Employer's Agent or his representative as soon as they are known.

This will enable the Employer's Agent to assess the impact of the discrepancies and instruct the Contractor accordingly.

**C3.4.9 INSPECTIONS OF ADJOINING PROPERTIES**

Some encroachment on the road reserve by neighbouring properties is evident. The Employer's Agent will advise how the Contractor is required to deal with these

encroachments. Prior to commencement of work in any particular area, the Contractor shall arrange for the inspection of any adjoining properties that may be affected by construction activities. The Contractor shall take whatever records / photographic evidence as he deems necessary as evidence in possible damage claims by adjoining property owners.

The time impact of dealing with these encroachments must be included in the Contractor's programme.

**C3.4.10 WATER FOR CONSTRUCTION PURPOSES**

Refer C3.4.5.2 above.

**C3.4.11 SURVEY CONTROL AND SETTING OUT OF THE WORKS**

Refer C3.4.5.4 (ii) above.

### **C3.4: CONSTRUCTION: PART B – VARIATIONS TO THE STANDARD SPECIFICATIONS**

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

The number of each clause in this part of the project specification consists of the prefix PS followed by a letter corresponding to the part of SANS 1200 being changed or reinforced and a number corresponding to the number of the relevant clause in the standard specifications.

The number of the new clause which does not form part of a clause in the standard specification and which is included herein, is also prefixed by PS followed by a letter corresponding to the part of SANS 1200 being added, followed by a new number. The new numbers follow on the last clause numbers used in the relevant section of the standard specifications.

## **PSA GENERAL**

### **PSA2.3 DEFINITIONS**

*Add the following under (a) General*

“Task” - a quantified activity or operation

“Daily task” - a task required to be completed within a given time

“Task work” - work paid by the completed task

“Daily rate ” - the remuneration of day’s work regardless of output

“Daily wages - see “Daily rate”

“Task rate - The remuneration for a completed task

“Daily task rate - The remuneration for a completed daily task

“Labour intensive construction” - The economically efficient employment of as great a portion of labour as is technically feasible to produce as high a standard of construction as demanded by the specifications and allowed by the funding available, thus the effective substitution of labour for equipment .

“Labour based construction” - See “labour intensive construction”

## **PSA3 MATERIALS**

### **PSA3.1 Quality**

Where a material to be used in this Contract is specified to comply with the requirements of a SANS Standard Specification, and such material is available with the official SANS mark, the material used shall bear the official mark.

No used or recycled material may be used in the Works unless expressly authorised in writing by the Employer’s Agent prior to its delivery to site.

## **PSA 4 PLANT**

### **PSA 4.2 Contractor’s Office, Stores and Services**

*Add to the Sub-Clause:*

“Suitable first aid services required for this contract shall include, inter alia, a First Aid cabinet fully equipped and maintained with the minimum contents as listed in the Annexure (Regulation 3) of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).”

## **PSA 5 CONSTRUCTION**

### **PSA 5.2 Watching, Barricading and Lighting**

*Add the following*

“The Contractor shall comply in all aspects with the requirements of the Occupational Health and Safety Act (Act 85 of 1993)”.

### **PSA 5.7 Safety**

*Add the following:*

“All work and particularly work carried out in the proximity of buildings, bridges, tanks or other structure shall be carried out in conformance with the regulations framed under the occupational health and Safety Act, 1993 and the minerals Act, Act 50 of 1991, including shoring where necessary, to ensure the safety of structures that are at risk.

The contractor shall make available, for the duration of the contract, safety helmets, vests, gumboots and any other necessary equipment for sole use by the Employer’s Agent and his representative(s).”

### **PSA 5.8 Ground and Access to Works**

*Add the following:*

“The Contractor shall, at his own expense, provide suitable vehicular and pedestrian access for residents of adjoining properties and other Contractors requiring access to the Site.”

### **PSA 5.9 Accommodation of Traffic** *(New Clause)*

Temporary traffic signs shall be erected at all deviations, restrictions and closures.

The **number and layout** of the temporary traffic signs shall comply with the relevant requirements of the SARTSM. The proposed layout shall be approved by the Employer’s Agent prior to erection.

## **PSA 8 MEASUREMENT AND PAYMENT**

### **PSA 8.1.3 Freehaul and Overhaul** *(New Clause)*

Notwithstanding any clauses in any Standardised Specification (as amended) dealing with the definition, measurement and/or payment for transport, freehaul and/or overhaul, no measurement or payment for overhaul will be made. All haulage will be considered to be freehaul and the cost thereof will be deemed to be covered by the rates for the provision or disposal of the applicable material.

### **PSA 8.2.2 Scheduled Time-related items**

*Add the following:*

"The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a variation order or approved Extension of Time:

Sum of Tendered amounts for Time-Related Items x  $\frac{\text{Extension of Time Authorised}}{\text{Tender Contract Period}}$

*\*For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December/January shut-down period and all special non-working days, if applicable.*

### **PSA 8.3 Scheduled Fixed-Charge and Value-Related Items**

#### **PSA 8.3.1 Contractual Requirements**

*Add the following:*

"In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of the Contract Data."

### **PSA 8.4 Scheduled Time-Related Items**

#### **PSA 8.4.1 Contractual Requirements**

*Add the following:*

"The sum shall be full compensation to the Contractor for:

- (i) The maintenance of his whole organisation as established for this Contract.
- (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract.
- (iii) Compliance with all General Conditions and requirements which are not specifically measured elsewhere for payment in these Contract Documents.
- (iv) Providing an EME Construction Manager as specified herein.

Payment of the sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SANS 1200 A.

The Contractor will not be paid for Time-related items for any Special Non-Working Days as stipulated in C1.2: Contract Data (Part 1), which shall be deemed to have been allowed for in his rates."

#### **PSA 8.4.6 Compliance with OHS Act and Construction Regulations ..... sum (New Clause)**

"The sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Construction Regulations at all times for the full duration of the Contract. This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance."

#### **PSA 8.4.7 Security ..... month (New Clause)**

"The sum shall cover the cost of providing such security personnel and resources the Contractor deems appropriate, taking cognizance of the location of the site and the historical record of incidents of crime in the area. Refer also to 3.4.5.4."

**PSA 8.4.8 Miscellaneous Items**  
*(New Clause)*

An item which, in the payment clause column of the Pricing Schedule, refers to this clause (PSA8.4.8) will be measured in the unit scheduled.

The sum or rate for such item shall cover the cost of all materials, labour and plant required to execute and complete the work as specified, described in the Bill of Quantities or shown on the drawing(s).

**(d) Community Liaison Officer (CLO)**

“The provisional sum is to cover the cost of the CLO’s monthly salary for the duration of the contract. The percentage tendered on the above provisional sum shall cover the office administration of the CLO’s employment contract as well as on site management of the CLO, for the duration of the contract.

- (1) CLO’s monthly salary ..... Provisional (Prov) Sum  
(2) Overhead charges, profit and handling costs ..... Percentage (%)

**(e) Acceptance Control Testing**

The provisional sum is to cover the cost of any of the Contractor’s control tests used by the Employer’s Agent for acceptance and any additional testing ordered by the Employer’s Agent. The percentage tendered on the above provisional sum shall cover office administration, all overhead charges and handling costs.

- (1) Acceptance Control Testing ..... Provisional (Prov) Sum  
(2) Overhead charges, profit, handling costs for Contractor ..... Percentage (%)”

**PSAB            EMPLOYER'S AGENT'S OFFICE**

**PSAB 3        MATERIALS**

**PSAB 3.1     Nameboards**

*Delete the following:*

"The standard board of the South African Institution of Civil Engineers" and replace with "the nameboard depicted on drawing 8040/001/RCS/501."

**PSAB 3.2     Office Building(s)**

*Add the following:*

"Add the following:

The Contractor shall supply, transport and erect a site office for the exclusive use of the Employer's Agent, within the Contractors site establishment. The location of the office will be subject to the written approval of the Employer's Agent.

The office shall consist of 1 No. factory assembled air-conditioned "Kwikspace" unit 6m x 3m in size, or similar approved, supported above ground on six adjustable jacks and adapted for transportation to the site camp location on a "low-bed" trailer and installed as per supplier's specification. No other office will be accepted without the Employer's Agent's written approval. Community buildings will not be accepted. The Assistant Employers Agent Representative shall receive an equivalent office as described above for the exclusive use of the Assistant Employers Agent Representative

In addition to the above 1 No. factory assembled air-conditioned "Kwikspace" unit 9m x 3.4m in size, or similar approved, supported above ground for the conference facility shall be provided and installed as per suppliers specification. The conference facility shall be solely used for progress site meetings and other meetings approved the Employers Agent. A projector and blank white board shall also be provided. The facility shall not be used for the Contractors inductions, workshops, toolbox talks, internal meetings etc.

The Contractor shall arrange for the provision of an electrical power supply for the duration of the contract for the Employer's Agents offices. Should this not be immediately available, a petrol generator will be provided in the interim. In any event a back-up generator is to be provided by the Contractor for power failures for the duration of the contract. The cost of the generator shall be deemed to be included in the rates.

The offices are to be equipped with an electrical distribution board, two plug points and two fluorescent lights each.

The following equipment and furnishings must be provided for the office for the sole use of the Employer's Agent and their Assistant:

- a) Two desks with at least one lockable drawer and with two newly purchased unwrapped swivel chairs (for each office)
- b) Newly purchased unopened Colour A3 printer consisting of an ink tank system, scanner, printer, copier, wireless connection and USB input. The scanner shall have an input capacity of 100 pages. The printer shall print at a minimum rate of 33 pages/min for black and white pages and 15 pages/min for colour pages. The Contractor shall provide 2 x replacement bottles for each colour. (one office only)
- c) One lockable four-drawer steel filing cabinet (for each office)
- d) One A0 sized drawing table (for each office)
- e) A drawing filing rack for A0 and smaller sized drawings (for each office)

- f) One newly purchased unopened electric kettle of at least one litre capacity (one office only)
- g) One new unopened tea set having at least six cups, saucers and tea spoons and one tea pot, milk jug and sugar bowl (one office only)
- h) One newly purchased unopened electric fridge of at least 100 litres in capacity (one office only)
- i) One 11 500 BTU air conditioning unit capable of heating and cooling (for each office)
- j) One accurate rain gauge of modern design including all associated measuring equipment installed within the site camp area.
- k) Internet connection (uncapped and uninterrupted at a speed of at least 10mb/s)
- l) Stationary (paper, pens etc.)

### **PSAB 3.3 Car Port**

"1 No Carport required."

### **PSAB 4 PLANT**

#### **PSAB 4.1 Telephone**

Not required.

#### **PSAB 4.2 Survey Equipment (New Clause)**

The contractor shall provide the following survey equipment on the Site from the commencement to the completion of the works.

- One Dumpy level
- One automatic reading Employer's Agent's level plus tripod
- One levelling staff (5m long, 1 cm graduations)
- One staff angle bubble
- One metal change point for levelling
- One separate plumb – bob
- One spirit level (one metre long)
- One hammer (2kg) with steel or wooden pegs as necessary
- One 50m steel tape
- One 5m (or longer) retractable steel tape

The Contractor shall keep the equipment continuously insured against any loss damage or breakage and he shall indemnify the employer against any claims in this regard.

### **PSAB 5 CONSTRUCTION**

#### **PSAB 5.2 Employer's Agent's Office**

Add to the Sub – clause

The toilet facilities provided for the sole use of the Employer's Agent or his representative shall be maintained in hygienic and sanitary condition and be removed on completion of the works. The facilities provided shall conform to the local health authority's requirements as applicable and the contract shall pay all sanitary fees and charges.

The Contractor shall provide one (1) toilet in the site camp contained in a brick structure and consisting of a flushing system and septic tank for the exclusive use by the Employers Agent and his representative.

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**PSAB 5.5      Survey Assistants**

The Employers Agent's Representative will occasionally need a suitably abled assistant to help with testing, sampling, survey, etc.

**PSAB 8              MEASUREMENT AND PAYMENT**

**PSAB 8.2.2      Survey Assistant**  
*(New Clause)*

“Payment for the survey assistant shall be at the tendered daywork rates for skilled labour for the hours worked in assisting the Employer's Agent's Representative.”

**PSC SITE CLEARANCE**

**PSC 3 MATERIALS**

**PSC 3.1 Disposal of Material**

*Delete the first two sentences of this clause and replace with:*

“Debris arising from clearing and grubbing or from the demolition of structures on site shall be removed by the Contractor and disposed of at an approved licensed waste disposal site.

Fees payable at waste disposal sites shall be included in the contractor’s rates.”

## **PSDB EARTHWORKS (PIPE TRENCHES)**

### **PSDB 3 MATERIALS**

#### **PSDB 3.1 Classes of Excavation**

*Delete the contents of Clause 3.1 and replace with the following:*

“The classification shall be as described in PSDM 3.1”.

#### **PSDB 3.5 Backfill Materials**

*Delete the contents of Clause 3.5(b) and replace with the following:*

“Materials used in the reinstatement of trenches beneath or within a new roadway, up to underside of the road layers, shall be 37,5mm basecourse quality material conforming to SANS 1200 MF compacted in 150mm layers to 98% MDD density. The area subject to loads from road traffic shall be held to apply for a width of 150mm beyond the back of kerb.”

#### **PSDB 3.6 Materials for Reinstatement of Existing Roads and Paved Areas**

##### **PSDB 3.6.4 Bituminous and/or Asphalt Surfacing**

*Delete the contents of Clause 3.6.4 and replace with the following:*

“Where this project is undertaken simultaneously with the construction of bituminous and/or asphalt surfaced roads, a hot-mix asphalt and/or bituminous surfacing in accordance with the specifications applicable to the road surfacing shall be used in the reinstatement of the road surface. Where the construction of surfaced roads do not form part of this project, a hot-mix asphalt (continuously graded medium or fine) laid on a cleaned surface which has been previously tack coated with an anionic emulsion shall be used in the reinstatement of the road surface.”

#### **PSDB 3.7 Selection**

Notwithstanding Subclause 3.7, in terms of which the Contractor has a choice regarding methods of selection, the Contractor is required to use selective methods of excavation. The Contractor shall selectively remove and separate the sandy material from unsuitable material and place it adjacent to the trench for re-use as backfill, selected backfill, selected granular material or for other use as ordered by the Employer's Agent.

#### **PSDB 4.3 Compaction Equipment**

*Add the following:*

“The Contractor shall use plate compactors to compact selected fill material. The Contractor may compact backfill material above the pipeline with a compactor with a maximum weight of 2 tons after a cover of 600mm over the pipeline has been achieved.”

## **PSDB 5 CONSTRUCTION**

### **PSDB 5.1.2.3 Sloping Ground**

*Delete the Sub-Clause and add:*

“The Contractor shall be responsible throughout the duration of the contract, inclusive of the Defects Liability Period, for the provision of all soil erosion preventative measures necessary to protect the trenches, pipeline(s) and land utilised by the Contractor during the contract from any adverse effects of soil erosion, settlement, scour, etc, resulting from the construction of the works.

Cross-embankments, generally extending across the full width of the working strip, consisting of low earth mounds shaped to rounded form and so oriented as to have a fall of 1% along their length, shall be constructed with compacted material having a minimum density of 90% MDD density and minimum dimensions and maximum spacing dependent on the slope of the ground along the length of outfall pipelines.”

### **PSDB 5.1.5 Precautions Relating to Explosives** *(New Clause)*

“The use of explosions **is not** permitted.”

### **PSDB 5.1.6 Trench Excavations** *(New Clause)*

“The precautions for excavations as specified in Clause 5.1.1 of Section 1200 DA, and the relevant clauses in PSDA, shall also apply to all trench excavations.

The Contractor shall take all the steps necessary to ensure that no person is required or allowed to work in a trench or any other unsupported overhanging excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported, shored or braced if there is any danger whatsoever of the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question.”

## **PSDB 5.4 Excavation**

*Add the following :*

“The excavation of trenches across a concurrently constructed carriageway shall commence after the subgrade layer has been accepted. The pipe/duct shall be laid and the trench backfilled to the acceptable requirements, including density testing before the construction of the next layer may commence.”

### **PSDB 5.6.3 Disposal of Soft Excavation Material**

*Delete the contents of Clause 5.6.3. and replace with the following:*

“Excess and unsuitable material arising from trench excavations will be disposed of at a licensed waste disposal site. The rate for spoiling of excess and unsuitable material shall include for the loading and carting of material, and the off-loading at the waste disposal site. The Contractor shall be responsible for all charges levied at the waste disposal site.

Where topsoil is encountered this will be set aside on site and maintained for latter reuse.”

#### **PSDB 5.7.2 Areas Subject to Traffic Loads**

*Add the following :*

“All trenches underneath and within 2,0 m of the surfaced width will be considered to be subject to traffic loads.”

#### **PSDB 5.9 Reinstatement of surfaces**

*Add the following under the heading :*

“The Contractor shall employ due care in the protection of all existing improvements when carrying out excavations in developed areas and shall confine his works to the smallest practical area so as to minimise damage. He shall also remove and set aside for future replacement, plants or improvements that lend themselves to reinstatement.

Before commencing excavation in a developed area, the Contractor shall, to the satisfaction of the Employer’s Agent, prepare a written record of the location and extent of existing plants and improvements within and adjacent to the anticipated construction area. The Employer’s Agent’s drawings may form a part of this record where they show sufficient detail.

Where, in the opinion of the Employer’s Agent, the Contractor has proceeded with due care, replacement or repair of damaged or removed improvements shall be at the Employer’s expense. Where, in the opinion of the Employer’s Agent, the Contractor has caused unnecessary destruction or damage, replacement or repair of improvements shall be to the Employer’s Agent’s approval and at the Contractor’s own expense.

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

### **PSDB 8 MEASUREMENT AND PAYMENT**

#### **PSDB 8.1.5 Overhaul** *(New Clause)*

“Notwithstanding any clauses in this Scope of Work, or any clauses in the Standardised Specification dealing with the definition, measurement and/or payment for transport, freehaul and/or overhaul, no measurement or payment for overhaul will be made. All haulage will be considered to be freehaul and the cost thereof will be deemed to be covered by other rates in the Bill of Quantities.”

#### **PSDB 8.3.2 Excavation**

Delete the contents of payment Clause 8.3.2(b)(1). For the purpose of measurement and payment, material other than hard rock will not be separately classified.

### PSDB 8.3.3.1 Deficiency in Backfill Material

*Add the following to sub-clause 8.3.3.1:*

The rate for 8.3.3.1(c) shall also include for compaction of base course quality backfill as per PSDB 3.5

### PSDB 8.3.8 Crushed Stone in Trench Bottom ..... m<sup>3</sup> (New Clause)

“Crushed stone will be measured by the volume of stone placed in trenches where the Employer’s Agent has ordered, in writing, the provision of a layer of crushed stone beneath the pipes.

The volume will be calculated as  $V = L \times W \times T$ , where L is the relevant length of trench, W is defined in Drawings DB-4 and T is the specified thickness of the stone layer.

Geotextile blanket will be measured by area, calculated in square metres as  $A = L \times (2W + 0,50)$ . No further allowance will be made for overlaps.

The unit rates shall cover the cost of additional excavation and disposal of material and supply and placing of the stone and/or the geotextile blanket.

Stones within the trench (bottom or sides) shall be removed which, in the opinion of the Employers Agent, can damage the geotextile blanket. “

### PSDB 8.9 Supply, mix and place soilcrete comprising of G5 material with 8% Ordinary Portland Cement in road crossings where instructed by the Employer’s Agent ..... m<sup>3</sup>

The soilcrete will be measured net by volume to the specified width and depth. The rate shall cover the cost of formwork (if required) and the soilcrete. The soilcrete will be mixed with a mechanical concrete mixer.

Typically the volume required will be as follows:

Density of soil x percentage required =  $1890\text{kg/m}^3 \times 8\%$   
= 151kg of cement per cubic metre of soil

## **PSDK GABIONS AND PITCHING**

### **PSDK 5 CONSTRUCTION**

#### **PSDK 5.3.3 Grouted Pitching**

*Add to first sentence of Subclause 5.3.3:*

“except that the stones shall be individually set in a bed of grout. The voids between the stones shall then be filled with grout.”

*Delete the first sentence of the second paragraph beginning*

“The minimum depth”

*and replace with*

“The grout shall penetrate below the top of the pitching surface to ensure that each stone is completely surrounded, other than on the surface, by a layer of grout.”

### **PSDK 8 MEASUREMENT AND PAYMENT**

#### **PSDK 8.2.4 Geotextile**

*Delete the contents of Clause 8.2.4 and replace with the following:*

“The area measured will be that of the area against which the placing of geotextile is ordered by the Employer’s Agent.

The rate shall cover the cost of supplying geotextile, cutting, waste, placing, joining, overlapping (500mm minimum overlap) and fastening the geotextile in position.”

## **PSDM EARTHWORKS (ROADS, SUBGRADE)**

### **PSDM 3.1 CLASSIFICATION OF MATERIALS FOR EXCAVATION PURPOSES**

*With reference to subclause 3.1 of SANS 1200D and subclause 3.1 of SANS 1200DA the following definitions shall apply to the wording "efficiently removed" and "efficiently loaded".*

#### **a) Soft Excavation**

- (i) For soft excavation 'efficiently removed' without prior ripping by a bulldozer of mass (including mass of ripper if fitted) of approximately 22t and flywheel power of approximately 145kW shall mean the removal of more than 150m<sup>3</sup> of insitu material per hour.
- (ii) For soft excavation 'efficiently removed' without prior ripping by a bulldozer of mass (including mass of ripper if fitted) of approximately 35t and a flywheel power of approximately 220kW shall mean the removal to stockpile of more than 250m<sup>3</sup> of insitu material per hour.
- (iii) For soft excavation 'efficiently loaded' without prior ripping or stockpiling by rubber tyred front-end loader of approximately 15t mass and a flywheel power of approximately 100kW shall mean a loading rate of not less than 40m<sup>3</sup> of insitu material per hour.
- (iv) For soft excavation, in restricted excavation or for small works, 'efficiently removed' by a back-acting excavator of flywheel power approximately 0,10kW per millimetre of tined-bucket width without the assistance of pneumatic tools such as paving breakers shall mean the removal of more than 0,035m<sup>3</sup> per millimetre of tined-bucket width per hour of continuous, unrestricted operation.

#### **b) Intermediate Excavation**

- (i) For intermediate excavation, 'efficiently removed' by a bulldozer as specified in a) 1.ii) above, shall mean the ripping only (stockpiling not included) of more than 250m<sup>3</sup> of insitu material per hour.
- (ii) For intermediate excavation, in restricted excavation or for small works, 'efficiently removed' by a back-acting excavator as specified in a)2. above, shall mean the removal of more than 0,007m<sup>3</sup>, but less than 0,035m<sup>3</sup>, per millimetre of tined-bucket width per hour of continuous, unrestricted operation.

Excavation in material that, in the opinion of the Engineer, requires a back-acting excavator of flywheel power exceeding 0,10kW per millimetre of tined-bucket width or the assistance of pneumatic tools prior to removal in order to achieve a removal rate of at least 0,035m<sup>3</sup> per millimetre of tined-bucket width per hour of continuous, unrestricted operation will also be classified as intermediate excavation.

### **c) Hard Rock Excavation**

- (i) Hard rock excavation, other than in restricted excavation, shall be excavation (excluding boulder excavation) in material that does not meet the ripping rate specified in b)1 above.
- (ii) Hard rock excavation, in restricted excavation or for small works, shall be excavation (excluding boulder excavation) in material that does not meet the removal rate of 0,007m<sup>3</sup> specified in b)2 above without blasting or without wedging and splitting prior to removal.

With regard to plant specified in subclause 3.1.2 of SANS 1200D, but not referred to above, and other plant, the Engineer will decide on site as to the classification of material based on its removability as described in subclause 3.1.1 of SANS 1200D.

### **PSDM 5.1.3 Precautions Relating To Explosives** (New Clause)

“ The use of explosives **is not** permitted.”

### **PSDM 5.2.1 Stripping Of Site**

*Add the following :*

“After site preparation, i.e. before placing any fill or roadbuilding material, the Engineer's approval of the suitability of the insitu material shall be obtained.”

### **PSDM 5.2.3.3 Treatment of Road Bed**

- (a) Preparation and Compaction of Road-bed

*Add the following:*

“Where road-bed preparation takes place in sand the in-situ sand layer is to be watered and compacted to 100% MDD density. The surface of the in-situ sand layer is to be firm and smooth in order to receive the subsequent subgrade or subbase layer, as the case may be. To this end the Employer's Agent may order that unnecessary construction traffic remain off the finished in-situ sand layer until the subsequent layer has been completed.

Notwithstanding subclause 5.2.3.3a the Employer's Agent will inspect the road-bed (subgrade) upon completion of earthworks and if the road-bed is indicated by the soil survey or deemed by the Employer's Agent to be unsuitable or unstable, soil shall be removed to a depth determined by the Engineer and replaced with approved material.”

- (c) Cut to Fill-Earthworks Balance

*Add the following:*

“For roads such as township roads where road verges are generally higher than the road hardening, the Contractor shall carefully select the exact finished earthworks level such that the material from the box cut will provide the quantity needed to complete the verges. No additional payment will be made to remove excess material or to import additional material should an imbalance be found when finishing roadworks to the specified cross-sections and gradients.”

(e) Topsoiling

*Add the following:*

“Irrespective of the height of an embankment topsoiling of the side slopes shall take place immediately after, but not before, construction of the embankment has been completed.”

**PSDM 5.2.9 Crossings by Services**

*(New Clause)*

“Construction of the selected layer and road hardening operations shall not commence until all underground services within the road hardening area have been completed and approved.”

**PSDM 5.2.10 Trimming and Grading of Verges**

*(New Clause)*

“During the initial earthworks the verge width shall be cut or filled to approximately the final level and shall be kept trimmed and tidy during construction of the works. After completion of the road layers, including the surface, and after construction of the necessary kerbs, including the satisfactory backfilling behind the kerb, the verge shall be finished off to the lines and levels shown on the drawings or as specified.

The verge material shall consist of that material which would normally be occurring at that position or depth when in cut and shall not be contaminated by foreign materials such as bricks, basecourse material, horticulturally inferior materials from trench excavations, etc. Verges in fill conditions are to consist of the material as specified for the fills and similarly not be contaminated with foreign materials.

Over those sections of verge where grass is to be planted or where the Employer’s Agent deems it necessary to spread topsoil, he may instruct the Contractor at the stage of the major earthworks operation to work to levels altered from those shown on the drawings.

Topsoil may be provided from stockpiles on site in which case the Contractor shall load, transport and spread as ordered by the Employer’s Agent. In the case of topsoil provided and imported by the Contractor the quality of the topsoil shall be approved of by the Employer’s Agent beforehand.

The Contractor shall be responsible for taking the necessary precautions and measures to control the dust nuisance which may arise due to his operations on the verge, whether from the natural ground surface or topsoil layer, until the verge is accepted by the Employer’s Agent.”

**PSDM 5.2.11 Dimension and Level Control and Process Control**

*(New Clause)*

“The Contractor shall submit to the Employer’s Agent records of dimension and level control and/or process control prior to requesting the Engineer to carry out any routine tests and/or inspections.

A sample form can be obtained from the Employer’s Agent.”

### **PSDM 5.2.12 Requesting of Tests**

*(New Clause)*

“Tests and Inspections of the works will only be carried out by the Employer’s Agent once the appropriate test/inspection request forms have been fully completed. Test/inspection request forms can be obtained from the Employer’s Agent.”

## **PSDM 7 TESTING**

### **PSDM 7.1 General**

#### **PSDM 7.1.1 Tests to the Contractor's Account**

The Contractor shall make arrangements with a soils testing laboratory to undertake the following tests and to submit the test results to the Employer’s Agent. The costs of such tests shall be included in the rates tendered for the appropriate item in the Schedule of Quantities.

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

One CBR and indicator test per 500m<sup>3</sup> of compacted material brought on site. (beach or river sand will normally be exempted from this requirement). A sample and one CBR and indicator test of the material proposed for importation shall be submitted to the Engineer for approval prior to the commencement of importation.

**b) Fill material in place**

One density and moisture content per 200m<sup>3</sup> of compacted fill.

**c) Compacted Road-bed (Subgrade)**

One density and moisture content per 500m<sup>2</sup> of compacted surface area.

**d) Compacted selected layer or gravel surface layer**

One density and moisture content per 500m<sup>2</sup> of each compacted selected layer and/or gravel surface area, whichever is applicable.

Should any of the above density tests fail to comply with the specified requirements, the Contractor shall at his own expense remedy the failure and submit a new test to the Employer’s Agent.”

## **PSDM 7.1.2 Tests to the Employer's Account**

If required and upon completion of rough earthworks, but before trimming and compaction of the road-bed (subgrade), the Contractor shall make arrangements with a soils testing laboratory to take soil samples from along the centre-line of the roads where directed by the Employer's Agent, but nominally at intervals of 200 metres and at obvious changes of soil type. The soil samples shall be taken from a depth not exceeding 1 metre below the finished road level and CBR and indicator test values from each soil sample shall be reported to the Engineer.

Where soil types and CBR test results vary significantly within the job site, bottled samples of each type listing the CBR, optimum moisture and maximum dry density shall be made available on site to assist in visual identification of the various soil types.

Results of the soil survey will be used to determine the final road hardening specification and should there be delay in receipt of the results by the Employer's Agent, no compensation for delays to the Contractor will be considered.

Additional tests may also be required by the Employer's Agent on borrow pits or on excavated material to assist in the design.

The costs of the CBR and Indicator Tests referred to above will be met by the Employer and payment for such tests will be per sample tested and reported to the Employer's Agent."

## **PSDM 7.3 Routine Inspections and Testing**

*Add the following:*

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

Notwithstanding subclause 7.3.1 the Employer's Agent may require additional tests to those specified in clause PSDM 7.1 above. Where such additional tests prove compliance with the specification, the costs will be met by the Employer. Where such tests fail, the costs to remedy the failure and the costs of the tests shall be met by the Contractor.

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

## **PSDM 8 MEASUREMENT AND PAYMENT**

### **PSDM 8.1 Basic Principles**

*Add the following :*

"The Contractor will receive no additional payment for the selection of material."

### **PSDM 8.3.13 Surface Finishes**

*Add the following*

"c) Trimming and grading of verges..... m<sup>2</sup>

The major earthworks required to bring the verge to the required level and the additional depth of excavation or reduction in fill height as ordered for the topsoil operation shall be measured and paid for under the appropriate excavation item.

Only the following verge item will be measured and paid for separately.

The unit of measurement for trimming and grading of verges shall be per square metre.

The rate tendered for the above item shall include for all things necessary to complete the work as specified."

**PSDM 8.3.17 Construct G9 Selected Layer with material imported from commercial sources compacted to 93% MDD ..... m<sup>3</sup>**

*(New Clause)*

The rate shall cover the cost of locating the source, complying with all the relevant precautions required in terms of Clause 5.1, SANS 1200 D, procuring the material, basic selection, transporting from source to point of deposition on the road, spreading, watering, compacting, final grading and complying with the tolerances and testing.

**PSDM 8.3.18 Construct G7 Selected Layer with material imported from commercial sources compacted to 95% MDD ..... m<sup>3</sup>**

*(New Clause)*

The rate shall cover the cost of locating the source, complying with all the relevant precautions required in terms of Clause 5.1, SANS 1200 D, procuring the material, basic selection, transporting from source to point of deposition on the road, spreading, watering, compacting, final grading and complying with the tolerances and testing.

**PSLB BEDDING (PIPES)**

**PSLB 3 MATERIALS**

**PSLB 3.1 Selected Granular Material**

*Delete Subclause 3.1 and replace with the following:*

“Selected granular material shall be an aggregate, sand, or granular material, all of a non-cohesive nature, the grading analysis of which shows 100% passing a 9,5 mm sieve and not more than 5% passing a 0,075mm sieve (metric sizes). The Compactability Factor shall not exceed 0,4.”

**PSLB 3.2 Selected Fill Blanket**

*Delete Subclause 3.2 and replace with the following:*

“Selected fill material shall be an aggregate, sand, or granular material, all of a non-cohesive nature, the grading analysis of which shows 100% passing a 9,5 mm sieve and not more than 5% passing a 0,075mm sieve (metric sizes). The Compactability Factor shall not exceed 0,4.”

**PSLB 5 CONSTRUCTION**

**PSLB 5.1.1.2 Bottom**

*Add the following:*

“The trench bottom shall be compacted to 95% MDD Density. Unsuitable material in the trench bottom such as clayey or rocky material shall be over excavated to 150mm depth and replaced with G4 quality material compacted to 97% MDD Density.”

**PSLB 5.1.4 Compacting**

*Delete Subclause 5.1.4 and replace with the following:*

“Selected Granular Material and Selected Fill Material shall be compacted to 95% and 93% MDD density, respectively, in maximum 150 mm layers.”

**PSLB 5.2.1 Class A Bedding**

*Add the following:*

“or a period of 5 days has elapsed after the placing of the concrete in that section, whichever occurs first”

**PSLB 5.2.2 Class B Bedding**

The dimension “x” for all rigid and flexible pipes as referred to in drawing LB-1 and LB-2, shall be 150mm.

**PSLB 5.3 Placing and Compacting of Flexible Pipes**

b) 200 mm selected fill blanket

*Add to the end of the first sentence:*

“, or, in the case where the pipeline consists of High Density Polyethylene (HDPE), to a height of 150 mm above the crown of the pipeline”.

**PSLB 5.4 Concrete Casing to Pipes**

Where concrete encasement is specified, the Contractor shall place the encasement in accordance with details shown on the Employer's Agent's drawings.

**PSLB 8 MEASUREMENT AND PAYMENT**

**PSLB 8.1.3 Volume of Bedding Materials**

The volume of bedding material will be measured net, excluding the volume occupied by the pipe.

**PSLB 8.1.5 Disposal of Displaced Material**

In developed areas all displaced material shall be removed to a licensed waste disposal.

## **PSLC CABLE DUCTS**

Note:

This Project Specification shall apply equally as well to ducts for services not referred to in SANS 1200LC.

## **PSLC 3 MATERIALS**

### **PSLC 3.2 Bedding**

*Delete Clauses 3.2.1 and 3.2.2 and replace with the following :*

"Selected granular material shall be an aggregate, sand or granular material all of a non-cohesive nature, the grading analysis of which shows 100% passing a 13.2mm sieve and not more than 5% passing a 0,075mm sieve (Metric sizes). The Compactability Factor shall not exceed 0,4."

### **PSLC 3.3 Backfill**

Backfill material for road crossing ducts shall be Selected Fill Material conforming to the requirements of subclause 3.2 of SANS 1200 LB.

## **PSLC 5 CONSTRUCTION**

### **PSLC 5.8 Road Crossings**

*Delete the last sentence and replace with :*

"The duct(s) shall extend a distance of at least 0,5m beyond the back face of the kerb or the edge of the road, as applicable."

### **PSLC 5.10 Position to be Marked**

Marking is required on both sides of the carriageway.

*Delete in the second line :*

"..... the letters "GPO or ESC", as applicable, .."

*and replace with*

"..... the letters "T" and "E", as applicable."

*Add : "The height of the letter shall be at least 100mm."*

## **PSLC 8 MEASUREMENT AND PAYMENT**

### **PSLC 8.2.2 Excavation**

*Delete payment clause 8.2.2(b) and add the following :*

**"8.2.2(b) Extra over item (a) above for :**

Hard rock excavation ..... m<sup>3</sup>

### **PSLC 5.1.1 Trench Widths and Depths**

Trenches for ducts shall be excavated to the width and depths shown on the Employer's Agent drawings.

### **PSLC 5.2 Bedding and Backfilling**

The bedding of road crossing ducts and the backfilling of road crossing trenches shall be undertaken in accordance with details shown on the Employer's Agent drawings.

### **PSLC 5.3.3 Draw Wire**

Draw wires, as specified in subclause 5.3.3, shall be required in the case of Telkom road crossing ducts but will not be required for other services, unless particularly specified on the Employer's Agent's drawings. In addition to the draw wire a screened double stranded copper cable shall be laid 200mm above the centreline and along the length of all Telkom road crossing ducts. The screened copper cable together with all pipes for Telkom road crossing ducts (see subclause 3.1) will be supplied by Telkom. Draw wires are to be supplied by the Contractor.

The open ends of all ducts shall be 'plugged' using a heavy duty plastic bag suitably tied to the end of the duct with galvanised wire of 1,5mm nominal diameter.

### **PSLC 5.5 Concrete Encasement**

Where concrete encasement is specified, the Contractor shall place the encasement in accordance with details shown on the Employer's Agent's drawings.

### **PSLC 5.7 Crossing of Telephone and Electricity Cable Ducts**

Where telephone cable ducts cross over electricity supply cable ducts, both ducts shall extend for at least 1 metre beyond the cross over point.

Approved 500 x 250 x 50 reinforced concrete protection slabs embossed "electric cable", followed by 150mm wide yellow polythene marker tape shall be placed along and immediately above the electricity supply cable duct (i.e. below the telephone cable duct), both of which shall extend for a distance of 1 metre on both sides of the crossing.

The minimum clear vertical spacing between telephone and electricity supply cable ducts shall be 150mm.

### **PSLC 5.8 Road Crossings**

Ducts shall extend to a distance of at least 500mm beyond the back face of kerb or the edge of road, as applicable.

### **PSLC 7 TESTING**

#### **PSLC 7.2 Compaction Tests**

Measurement and payment for density tests on the backfilling, where ordered by the Engineer, will be by number per successful density test reported to the Engineer.

### **PSLC 7.3 Proving**

The requirements of subclause 7.3 will only apply where it is not practicable or possible to visually inspect a road crossing duct.

## **PSLC 8 MEASUREMENT AND PAYMENT**

### **PSLC 8.2.2 Excavation**

Notwithstanding subclause 8.2.2 trench depths for road crossing ducts will be measured from finished road level to the invert of the duct. The Contractor must therefore allow in his rates for trench excavation to deepen the trench to allow for the thickness of the duct and, where necessary, to bed the duct as specified.

Where Intermediate Excavation is not scheduled as an extra-over item the Contractor shall allow in his unit rate for excavation to excavate in material classified as Soft and/or Intermediate Excavation.

## **PSLE STORMWATER DRAINAGE**

### **PSLE 3 MATERIALS**

#### **PSLE 3.1 (a) Precast Concrete Pipes**

Pipes shall be reinforced spun concrete pipes of the class specified. Joints shall be either Spigot and Socket or Ogee. Ogee type joints are not acceptable where spigot and socket joints have been specified in the Schedule of Quantities.

Where external rubber collars are specified for Ogee pipe joints the rubber collars shall conform to the following specification:

- (i) be approximately 200mm wide and 6mm thick;
- (ii) be fabricated from material conforming to SANS 924 and possess a shore
- (iii) be able to ensure a tension in the rubber collar adequate to preclude the infiltration of liquids and fine materials.

Where tape is specified for Ogee pipe joints the tape shall be of low density polyethylene coated with a polyisobutylene pressure sensitive adhesive and conform to the following specification:

|                         |                            |
|-------------------------|----------------------------|
| Overall width           | 300mm                      |
| Overall thickness       | 0,3mm                      |
| Tensile strength        | 15MPa (Minimum)            |
| Elongation at break     | 300%                       |
| Adhesion to steel       | 1,5N/mm of width (minimum) |
| Adhesion to self        | 1,0N/mm of width (minimum) |
| Temperature performance | 20°C to 60°C               |

The tape must be applied to a clean concrete surface, free from grease, oil or other contaminants and relatively dry, which has been primed with a suitable, approved, primer evenly applied to the manufacturer's recommended specification. When the primer is dry, but tacky, the tape shall be applied to give a wrinkle free double-wrapped joint. At least 150mm of tape beyond the double-wrap shall be left after the tape has been cut and this is then firmly stuck into position.

#### **PSLE 3.1 (f) Sub-Soil Pipes** *(New Clause)*

Sub-soil pipes shall be perforated pitch fibre pipes conforming to SANS 921, or slotted uPVC pipes conforming to SANS 791 or "No Fines" concrete pipes conforming to BSS 1194.

#### **PSLE 3.4 Material for Manholes, Catchpits and Accessories**

*Add the following under the heading :*

"Manholes, catchpits, etc. shall be constructed of brick, cast in-situ concrete or precast concrete sections (cylinders). Details of the precast concrete sections are as

shown on the Employer's Agent's drawings. The material for jointing precast concrete sections shall be 'bitujoint' or a similar approved jointing compound."

#### **PSLE 3.4.1 Bricks**

*Delete the first sentence, and replace with the following:*

"Bricks used in stormwater structures shall be:

Burnt clay engineering bricks, having a nominal compressive strength of 28 MPa, and complying with the requirements of SANS 227."

#### **PSLE 3.4.3 Manhole Covers, Grid Inlets, etc.**

Catchpits shall be fitted with precast concrete slabs or precast concrete frames and either precast concrete covers or cast iron covers as detailed on the Employer's Agent's drawings.

Manhole covers and frames in areas not subject to road-traffic loads shall be either precast concrete or medium duty cast iron as detailed on the Employer's Agent's drawings.

#### **PSLE 3.5.9 Composite Drainage System** (New Clause)

The fin drain system shall consist of a geonet drainage core and geopipe enclosed within a geotextile filter jacket. The fin drain shall be supplied prefabricated with geopipe for assembly on site. The fin drain shall have a minimum flow capacity of 0,19 ℓ/s per metre (hydraulic gradient of unity and a pressure of 10 KPa) and shall not decrease in thickness by more than 20% under confining pressure of 10 kPa.

##### **(a) Geonet Drainage Core**

The core shall be non-corroding, rot-proof and manufactured from low density polyethylene with minimum characteristics as follows:-

|                    |   |                                                          |
|--------------------|---|----------------------------------------------------------|
| Mass               | : | 822 g/m <sup>2</sup>                                     |
| Thickness          | : | 5mm                                                      |
| Tensile Strength   | : | 2,4 kN/m                                                 |
| Discharge capacity | : | 3,0 ℓ/sec under 100 kPa at a hydraulic gradient of unity |

##### **(b) Drainage Pipe**

The geopipe to be used in conjunction with the prefabricated fin drain shall be manufactured from high density polyethylene with not less than 60% of the surface perforated.

## **PSLE 5 CONSTRUCTION**

### **PSLE 5 Sub-Soil Drains** *(New Clause)*

#### **(a) Stone Drains**

Stone drains shall consist of one or more sizes of single-size crushed stone laid in a trench to the cross-section shown on the Employer's Agent's drawing with a uniform slope towards the point of discharge which will normally be a "no-fines" block set in the side wall of a catchpit or manhole.

#### **(b) Piped Drains**

Piped sub-soil drains shall consist of a sub-soil pipe as specified under PSLE 2 laid in a trench and backfilled with 10mm nominal sized crushed stone and coarse graded sand all as detailed on the Employer's Agent's drawings.

The drains shall slope uniformly towards the point of discharge which will normally be a catchpit or manhole and the pipe shall be built into the catchpit or manhole.

#### **(c) Geofabric Blanket**

Where specified the stone drain and piped drain are to be wrapped in a geofabric blanket as specified under Subclause 3.5 and as detailed on the Employer's Agent's drawings.

### **PSLE 5.2.2 Pipe Culverts**

*Add the following:*

"Pipes with ogee joints, where they pass under roads and also on curved pipelines in verges, shall be wrapped with two layers of hessian soaked in cementitious grout. The wrapping shall be 400mm wide and placed centrally over each joint.

Unless otherwise stated in the Schedule of Quantities or indicated on the drawing, pipes with ogee joints shall be used.

Butt ended pipes will not be permitted.

Lifting holes should be suitably closed off to prevent the ingress of soil".

Unless otherwise specified concrete stormwater pipes shall be bedded and backfilled to Class 'C' standard and A.C. pipes to Class 'B' standard, as detailed on the Employer's Agent's drawings.

Pipe laying shall commence in any particular section as soon as possible after the excavation has been completed and the trench bottom has been inspected and approved by the Engineer. The Contractor shall meet all costs of operations ordered by the Engineer to remedy defects in the trench caused by lengthy exposure. Backfilling shall not commence until the Contractor has received the authority of the Engineer.

Unless otherwise specified, the joint gaps outside and inside the pipes need not be caulked.

Anchor blocks shall be constructed to details shown on the Employer's Agent's drawings and unless otherwise specified will only be required where the slope of the pipe is 1 in 3 and steeper."

### **PSLE 5.2.3 Concrete Casing of Pipelines**

Where concrete encasement is specified, the pipes shall be encased in 20Mpa concrete to the dimensions and details shown on the Employer's Agent's drawings.

### **PSLE 5.5 Catchpits, Manholes, Inlets and Outlet Structures**

Immediately upon completion of laying a length of drain, the base and a height of each manhole or catchpit, sufficient to protect the pipe and to preclude water or debris from the pipe, shall be constructed.

The Contractor's attention is specifically drawn to the effect of constructing manholes where the pipe on the downstream side has a very steep grade. In such cases, it is necessary to construct a base slab at a lower level in relation to the design invert level than would otherwise be the case and involves also additional concrete to benching or brickwork to chamber walls.

Step irons shall not be required, unless particularly specified on the Employer's Agent's drawings.

#### **PSLE 5.5.4 Manhole Covers and Grids**

*Delete the contents of this subclause and replace with the following:*

"Manhole frames shall be set in a full 13mm thick bed of 1:3 cement: sand mortar and 45° fillets, also of 1:3 mortar, shall be constructed to the edge of the frame.

Unless other specified manhole and grid frames within the road formation shall be tilted to conform exactly to the level and fall of the surrounding formation. In other areas the manhole frames and covers shall normally be set horizontal with the top set 50mm above the highest contiguous ground level."

#### **PSLE 5.5.5 Precast Manholes**

*Delete the contents of this subclause and replace with the following:*

"Precast manholes shall be constructed as detailed on the Employer's Agent's drawings.

Precast sections shall be placed with the male joint upwards and the pipe sections and cover slabs shall be carefully and firmly bedded on a continuous layer of 'bitujoint' or similar approved jointing material so as to ensure a watertight joint of approximately 5mm all round. (For 1066mm diameter sections approximately 1 joint can be made per litre). Before bedding the precast sections the ends shall be coated with a suitable primer for the type of jointing material to be used. After bedding, the joint shall be neatly finished flush with the inner surfaces."

## **PSLE 5.5.6 Benching**

*Delete “granolithic plaster” and replace with “concrete topping consisting of a 1:2:3 cement, sand and 7mm stone mix by weight. The sand proportion may be varied between 1,5 and 2,5 to obtain ideal workability.”*

## **PSLE 5.8 Installation of Composite Drainage System (New Clause)**

The geopipe shall be placed at the bottom of the geonet with the channel section of the geopipe as the invert of the drain.

The geotextile filter jacket shall then be wrapped around the geopipe and stapled/joined at 300mm intervals. The complete system shall then be placed in the trench ensuring that during backfilling the fin remains vertical.

## **PSLE 6 TOLERANCES**

### **PSLE 6.6 Pipes into Manholes/Catchpits (New Clause)**

Pipes may protrude up to 300mm into a manhole/catchpit. This relaxation will only be permitted if the pipe does not have to be cut. The “dead space” formed at the end of the manhole is to be suitably benched off to prevent the collection of silt and rubbish.

### **PSLE 6.7 “As-Built” Details (New Clause)**

The Contractor shall submit as-built levels, distances between manholes and the grades of pipelines for which he requires payment, at the time he submits his monthly payment claim. A sample form is obtained from the Engineer.

## **PSLE 8 MEASUREMENT AND PAYMENT**

### **PSLE 8.2.1 (a) Supply, Lay and Joint Pipe Culverts ..... m**

*Amend the item as above and add the following:*

“Irrespective of depth to invert, pipes will be measured in individual sizes and classes per horizontal linear metre from centre to centre of manholes or catchpits or to the end of the pipe at the face of headwalls or similar structures. No deduction will be made for manholes. Connections to existing systems will be measured by number and should include for making good. Rates will include for all costs to supply, lay and joint the stormwater pipes, for all cutting, damage and waste and to clean and inspect the system upon completion.

Unless otherwise specified, progress payments will be made only for completed runs between structures and only after the run has been completely backfilled and the structures completed to sufficient extent to adequately protect the pipeline, as determined by the Employer’s Agent.”

### **PSLE 8.2.8 Supply and Install Manholes, Catchpits and the like**

The rates for manholes and catchpits shall cover the cost of supplying and installing or laying (as applicable) the units complete as specified under subclause 8.2.8 and as detailed on the Employer's Agent's drawings including for precast concrete frame and cover, and shall also cover the cost of dealing with any excavation (in all materials including disposal of surplus) that is additional to that measured under the item for pipe trench excavation (see subclauses 8.2.2 and 8.2.3 of SANS 1200 DB). Extra over payments will be made for the following items complete:

- (i) Cast iron frame and cover..... No.
- (ii) Downstream pipe at grade steeper than 1 in 4..... No.
- (iii) Backdrop manholes ..... No.

Progress payments will be for completed manholes and catchpits only.

**(d) Sub-soil Drains (state type)..... No.**

Where the Engineer directs that sub-soil drains be installed, measurement will be per horizontal linear metre of completed drain to the cross-section specified and the rates will include for supplying, laying, bedding and jointing the pipe where pipes are specified.

#### **PSLE 8.2.8 Supply and Install Manholes, Catchpits, and the lik**

*Delete the words "but excluding excavation and backfilling, which will be measured separately" and replace with "including dealing with any excavation in all materials (including disposal of surplus) which is additional to that measured under the item for pipe trench excavation ( see subclause 8.2.3 of SANS 1200 DB)".*

#### **PSLE 8.2.13 Composite Drainage System..... m** (New Clause)

The composite drain will be measured linearly on slopes overall as laid. No deductions will be made for specials, but deductions will be made for the internal length of manholes. Separate items will be scheduled for different diameters of pipes, where relevant.

The rate shall cover the cost of providing the composite drain and the cost of laying, bedding, backfilling, jointing and making connections into manholes.

#### **PSLE 8.2.14 Breaking into existing manholes ..... m** (New Clause)

The rate shall include for all labour and materials required for breaking into, laying of pipe, benching where necessary and making good around the pipe and all necessary reinstatement around the manhole on completion of the connection.

**PSM ROADS (GENERAL)**

**PSM 6 TOLERANCES**

**PSM.6.4 Level Control of Road Layers**  
*(New Clause)*

The Contractor shall submit at the time of requesting acceptance of a road layer a record of the surface levels of that section, taken at metreage intervals to coincide with the level pegs. A sample form is obtainable from the Engineer's Agent.

**PSM 7 TESTING**

**PSM 7.1 General**

*Add the following :*

"The random sampling method of TMH 5, for the spotting of positions, for field density testing will not necessarily be applied by the Employer's Agent's Representative. Density testing shall be carried out where, in his opinion, the density of the compacted layer is suspect. The Contractor shall present the full width of the layer, between the stated linear stake values, for acceptance. Only in exceptional cases will partial widths of layer be accepted for testing."

**PSM 7.3 Routine Inspection and Testing**

*Add to Clause 7.3.2:*

"The request for acceptance of a layer shall be submitted in writing, specifying the exact location of the section and type of layer. On receipt of all these details the Engineer's Agent's Representative will arrange for the necessary inspections and tests to satisfy himself that the road layer complies. Testing will be carried out as expeditiously as possible, and the results will be available within 48 hours of receipt of test request. The Contractor shall backfill the test holes left in the layer with a similar material to that of the layer tested and compact the material to a similar density. Concrete shall not be used."

**PSM 8 MEASUREMENT AND PAYMENT**

**PSM 8.2 Inspection and Testing of a Road Layer**  
*(New Clause)*

The cost of refilling and compacting the density test holes shall be included in the rate tendered for the construction of that layer.

## **PSME SUBBASE**

## **PSME 3 MATERIALS**

### **PSME 3.1.2 Classes of Excavation**

Notwithstanding subclause 3.1.2, the definitions of the wording 'efficiently removed' and 'efficiently loaded' given in PSDM shall equally apply to subclauses (a)(1), (b)(1) and (c)(1) of subclause 3.1.2 of SANS 1200D.

### **PSME 3.2.1 Subbase Material**

With reference to Clause d(ii) and d(iii), the regional factor shall be taken as 0,6.

## **PSME 5 CONSTRUCTION**

### **PSME 5.5.1 Rate of Application**

Where stabilization of the subbase is required the type of stabilizing agent and rate of application shall be as stated in the Schedule of Quantities. The rate of application shall be as a percentage, by mass, of the mass of the material to be stabilized measured at maximum dry density.

### **PSME 5.4.1 Placing**

The subbase layer shall be 150mm thick unless shown otherwise on the drawings.

### **PSME 5.4.4 Compaction**

Gravel shoulders and gravel wearing courses shall be compacted to at least 95% MDD density.

### **PSME 5.5.4 Mixing-In of Stabilizing Agent, watering and compaction**

Notwithstanding subclause 5.5.4.1 mixing of the material to be stabilized and the stabilizing agent shall continue until the mix is of uniform colour and in the opinion of the Employer's Agent has been thoroughly mixed.

## **PSME 6 TOLERANCES**

### **PSME 6.1 Dimensions, Levels, etc.**

#### **PSME 6.1.1 General**

*Add the following to Clause 6.1.1:*

“For layers, constructed of subbase quality material, on which the bituminous surface will be placed, the tolerance for dimensions and level shall be as set out in SANS 1200 MF Clauses 6.1.2 to 6.1.6 inclusive.”

## **PSME 7 TESTING**

### **PSME 7.1 General**

#### **PSME 7.1.1 Tests to the Contractor's Account**

Unless otherwise specified the Contractor shall make arrangements with a soils testing laboratory to undertake the following tests and to pass the test results to the Engineer.

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

a) Material imported from outside the Contract Site as subbase, gravel shoulder or gravel wearing course material

One CBR and two indicator tests per 500m<sup>3</sup> of compacted material brought on to site. (Beach or river sand will normally be exempted from this requirement). A sample and one CBR and two indicator tests of the material proposed for importation shall be submitted to the Engineer for approval prior to the commencement of importation.

b) Stabilized material in place

One CBR per 5000m<sup>2</sup> of completed surface area stabilized with a stabilizing agent other than cement.

One UCS per 5000m<sup>2</sup> of completed surface area stabilized with cement.

c) Compacted subbase, gravel shoulder or gravel wearing course

One density and moisture content per 500m<sup>2</sup> of compacted subbase, gravel shoulder or gravel wearing course, as applicable.

Should any of the tests referred to in b) and c) above fail to comply with the specified requirements, the Contractor shall at his own expense remedy the failure and submit a new test to the Engineer.

#### **PSME 7.1.1 Tests to the Employer's Account**

Where CBR, indicator tests and the like are required on natural material from within the Contract Site the Contractor shall also make arrangements with a soils testing laboratory to undertake these tests, the costs of which will be met by the Employer. Payment for such tests will be per sample tested and reported to the Engineer.

#### **PSME 7.2.2 Routine Inspections and Testing**

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

Notwithstanding subclause 7.2.2 the Employer's Agent may require additional tests to those specified in clause PSME 7 above. Where such additional tests prove compliance with the specification, the costs will be met by the Employer. Where such tests fail, the costs to remedy the failure and the costs of the tests shall be met by the Contractor.

Permissible deviation from specified MDD densities when materials are tested at OMC shall be -0% with no top limit.



**PSMF BASE**

**PSMF MATERIALS**

**PSMF 3.1.2 Classes of Excavation**

Notwithstanding subclause 3.1.2, the definitions of the wording 'efficiently removed' and 'efficiently loaded' given in Clause PSDM shall equally apply to subclauses (a)(1), (b)(1) and (c)(1) of subclause 3.1.2 of SANS 1200D.

**PSMF 3.3.2 Graded Crushed Stone**

*Add the following to Clause 3.3.2 after the words SANS 1083 “for 37,5mm stone”.*

**PSMF 3.3.6 Properties of Graded Crushed Stone and Graded Crushed Stone with Fines  
(New Clause)**

In addition to the requirements of subclauses 3.3.2 and 3.3.3 the minimum CBR at 98% MDD density of graded crushed stone and graded crushed stone with fines shall be 80%.

**PSMF 5.4.1 Placing**

Notwithstanding subclauses 5.4.1 and 5.6.1 the base shall not be placed until the subgrade or sub-base layer, as applicable, has been inspected and approved by the Employer's Agent.

**PSMF 5.4.4.2 Compaction**

*Delete “98%” and replace with “100%.”*

**PSMF 5.4.3 Graded Crushed Stone and Graded Crushed Stone with Fines**

*Add the following :*

- c) Where it is found necessary, after compaction, to add material to the base the full depth of crushed stone shall be scarified before adding the material and thereafter the whole layer shall be mixed and re-compacted in one operation.

**PSMF 5.5 Stabilization**

Where stabilization of the base is required the type of stabilizing agent and rate of application shall be as stated in the Schedule of Quantities. The rate of application shall be as a percentage, by mass, of the mass of the material to be stabilized measured at maximum dry density.

**PSMF 6 TOLERANCES**

**PSMF 6.1.5 Cross-section**

*Delete “25mm” from Clause 6.1.5 and replace with “15mm”.*

## **PSMF 7 TESTING**

### **PSMF 7.1 General**

#### **PSMF 7.1.2 Tests to the Contractor's Account**

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

a) Natural gravel, processed gravel and crushed stone imported as base material

One CBR and two indicator tests per 5000m<sup>2</sup> of compacted material brought on site. A sample of one CBR and one indicator test of the material proposed for importation shall be submitted to the Engineer for approval prior to the commencement of importation.

b) Stabilized material in place

One CBR per 5000m<sup>2</sup> of compacted gravel base stabilized with a stabilizing agent other than cement.

One UCS per 5000m<sup>2</sup> of compacted gravel base stabilized with cement.

c) Aggregate crushing value (ACV)

One ACV test per 3000m<sup>3</sup> of compacted material brought on site. One ACV test result shall be submitted to the Engineer for approval prior to the commencement of importation.

d) Flakiness

One flakiness index per 3000m<sup>3</sup> of compacted material brought onto site. One flakiness index test result shall be submitted to the Engineer for approval prior to the commencement of importation.

e) Compacted base

One density and moisture content per 500m<sup>2</sup> of compacted base.

Should any of the tests referred to in b) and e) above fail to comply with the specified requirements, the Contractor shall at his own expense remedy the failure and submit a new test to the Engineer.

#### **PSMF 7.1.3 Tests to the Employer's Account**

Where CBR, indicator tests and the like are required on natural gravels from within the Contract Site the Contractor shall also make arrangements with a soils testing laboratory to undertake these tests, the costs of which will be met by the Employer. Payment for such tests will be per sample tested and reported to the Employer's Agent.

### **PSMF 7.3.2 Routine Inspections and Testing**

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

Notwithstanding subclause 7.3.2 the Employer's Agent may require additional tests to those specified in clause PSMF 7 above. Where such additional tests prove compliance with the specification, the costs will be met by the employer. Where such tests fail, the costs to remedy the failure and the costs of the tests shall be met by the Contractor.

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

### **PSMF 7.3.2 Routine Inspection and Testing**

*Delete Clause 7.3.2 and replace with the following:*

"The density measured at all test holes shall be a minimum of the<sup>4</sup> density specified for the lot to be acceptable".

**PSMG BITUMINOUS SURFACE TREATMENT**

**PSMG 3 MATERIALS**

**PSMG 3.1 Prime**

Unless otherwise specified in the Schedule of Quantities or approved by the Employer's Agent the prime shall be a cutback bitumen grade MC-30 complying with SANS 308.

**PSMG 3.3 Bituminous Binder**

The bituminous binder shall be as specified in the Schedule of Quantities.

**PSMG 3.4 Bituminous Binder**

The bituminous binder shall be as specified in the Schedule of Quantities.

**PSMG 3.6 Aggregate**

Grade 1 aggregates shall be used.

**PSMG 5 CONSTRUCTION**

**PSMG 5.2 Prime Coat**

Where difficulty is experienced in obtaining satisfactory penetration of the prime (such as may be the case with a natural gravel base) the Employer's Agent may instruct the Contractor to add up to 10% of power paraffin to the prime. Where power paraffin is added the rates of application shall be increased so that the application of nett bitumen remains as specified.

**PSMG 7 TESTING**

**PSMG 7.1 Initial Testing**

In addition to the test testing of materials and binder, the contractor shall, at his own cost, provide the following information to the Employer's Agent for determination of the seal design:

- 1) ALD's of the surfacing aggregate.
- 2) Ball penetration test results at a minimum of 1 test per 200m.
- 3) Surface texture (sand Patch) at a minimum of 1 test per 500m

These test results shall be supplied to the Employer's Agent a minimum of 3 weeks before the commencement of the construction of the seal.

## **PSMG 8 MEASUREMENT AND PAYMENT**

### **PSMG 8.4.14 Power Paraffin ..... ℓ**

The unit of measurement for power paraffin added to the prime as described in clause PSMG 5.2 shall be the litre.

The rate shall cover the cost of supply, transport, measuring and adding the power paraffin to the prime and for carrying out all processes necessary for the proper execution of the work.

## PSMH ASPHALT BASE AND SURFACING

### PSMH 3 MATERIALS

#### PSMH 3.1 Prime

Unless otherwise specified in the Schedule of Quantities or approved by the Engineer the prime shall be a cutback bitumen grade MC-30 complying with SANS 308.

#### PSMH 3.4.2 Surfacing

Unless otherwise specified the bituminous binder for the road surfacing (or wearing course) shall be a bitumen of grade 50/70 pen. or 70/100 pen. complying with the requirements of SANS 307.

#### PSMH 3.5.6 Grading and Mix Proportions

*Amend the heading as above*

The grading and mix proportions for the continuously graded asphalt shall be as follows, superseding Table 2 and subclauses 8.1.5 and 8.1.6.

#### Grading Limits for Combined Aggregate and Mix Proportions for Asphalt Surfacing

| Continuously Graded     |                                 |          |         |
|-------------------------|---------------------------------|----------|---------|
| Sieve Size              | Coarse                          | Medium   | Fine    |
| (mm)                    | % Passing Through Sieve by Mass |          |         |
| 26.500                  | 85 – 100                        | -        | -       |
| 19.000                  | 71 – 84                         | -        | -       |
| 13.200                  | 62 – 75                         | 100      | -       |
| 9.500                   | 62 – 76                         | 82 – 100 | 100     |
| 4.750                   | 42 – 60                         | 54 – 75  | 64 – 88 |
| 2.360                   | 30 – 48                         |          |         |
| 1.180                   | 22 – 38                         | 27 – 42  | 35 – 54 |
| 0.600                   | 16 – 28                         | 18 – 32  | 24 – 40 |
| 0.300                   | 12 – 20                         | 11 – 23  | 16 – 28 |
| 0.150                   | 8 – 15                          | 7 – 17   | 10 – 20 |
| 0.075                   | 4 – 13                          | 4 – 10   | 4 – 12  |
| Nominal Mix Proportions |                                 |          |         |
| Aggregate               | 94%                             | 94%      | 93%     |
| Bitumen                 | 5.5%                            | 5.5%     | 6.0%    |
| Active Filter           | 1%                              | 1%       | 1%      |

## PSMH 4 PLANT AND EQUIPMENT

### PSMH 4.2 Binder Distributor

*Add to Clause 4.2:*

"The Employer's Agent may in certain instances authorise the application of the prime coat by means of a hand operated sprayer. The Contractor shall submit, in writing, his intended methods to ensure that the temperature and rate of application requirements will be achieved, before authority is given. The continuation of this authority is dependent upon satisfactory results being achieved."

## PSMH 5 CONSTRUCTION

### PSMH 5.1.1 Preparation of Surface

*Add to subclause (b) :*

Where the previously primed surface has become unsuitable the Engineer's Representative may order a tack coat to be applied prior to the bituminous surface being applied."

#### PSMH 5.1.5.1 Prime and Tack Cost

*Add new Clause*

"When the moisture content of the upper 50mm of the base course is greater than 50% of OMC."

### PSMH 5.5.2 Marshall Criteria

The properties of the asphalt shall conform to the table below, superseding Table 6 and Table 7 as appropriate.

**Asphalt Mix Requirements: Base and Surfacing**

| Property                         | Unit            | Continuous graded base mixes | Continuous graded surfacing mixes |
|----------------------------------|-----------------|------------------------------|-----------------------------------|
| Marshall Stability               | kN              | 8 – 18                       | 8 – 18                            |
| Marshall Flow                    | mm              | 2 – 6                        | 2 – 6                             |
| Stability/Flow                   | kN/mm           | 2,5 (min)                    | 2,5 (min)                         |
| VMA                              | %               | 14 (min)                     | 15 (min)                          |
| VFB                              | %               | 65 – 75                      | 65 – 75                           |
| Air voids                        | %               | 4 – 6                        | 4 – 6                             |
| Indirect tensile strength @ 25°C | kPa             | 1000 (min)                   | > 1000 (min)                      |
| Dynamic Creep Modulus @ 40°C     | MPa             | 20 (min)                     | 20 (min)                          |
| Modified Lottmann                | TSR             | 0,8 (min)                    | 0,8 (min)                         |
| Air permeability @ 7% voids      | cm <sup>2</sup> | 1 x 10 <sup>-8</sup>         | 1 x 10 <sup>-8</sup>              |
| Binder film thick                | .001mm          | 5,5 – 8,0                    | 5,5 – 8,0                         |
| Filler/bitumen ratio             | -               | 1,0 – 1,5                    | 1,0 – 1,5                         |

### **PSMH 5.1.5.2 Asphalt**

*Add the following :*

“Any asphalt which, in the opinion of the Employer’s Agent, has not been properly compacted prior to rain falling on it shall be cut out and replaced at the expense of the Contractor.”

### **PSMH 5.6.5 Transportation of the Mixture**

The asphalt shall be completely covered with tarpaulins or other suitable material to protect the mixture from the weather and to prevent loss of heat during transportation.

### **PSMH 5.5.7.1 Approval of Mix**

The Contractor shall, at least 3 weeks before delivery of materials, submit to the Employer’s Agent for his approval his mix design proposals and, if requested, samples of the aggregates, filler materials and bituminous binder he proposes to use in the mix.

The Employer’s Agent may further require the Contractor to manufacture and place, on an approved portion of the roadworks, one or more trial mixes, which will be paid for at the tendered rate.

### **PSMH 5.8 Compaction**

Notwithstanding the general requirements listed under subclause 5.8 which apply to rolling and compaction the following requirements shall also apply.

- f) Rollers and other heavy equipment shall not be allowed to stand on recently laid asphalt.
- g) No traffic shall be allowed on any section of completed asphalt until the day after it has been laid.

## **PSMH 6 TOLERANCES**

### **PSMH 6.3.5 Cross-section**

*Add to Following :*

“The height of the edge of completed surfacing shall be not less than 5mm and not more than 10mm ABOVE the level of channelling.

Notwithstanding these allowances, at no place shall the level of the top of the asphalt surface fall below that of the adjacent low side concrete channel”.

### **PSMH 6.3.6 Smoothness**

Unless otherwise specified on the drawings, smoothness shall be to Degree of Accuracy III.

## **PSMH 7 TESTING**

### **PSMH 7.2.4 Density Testing**

*Delete the second sentence, viz.:*

“Not more .....density”

*and replace with:*

“The density of all cores shall be equal to, or greater than the 95% Marshall Density, for the lot to be acceptable.”

## **PSMH 8 MEASUREMENT AND PAYMENT**

### **PSMH 8.4.2 Computation of Quantities**

*Add the following :*

“Notwithstanding the provisions of this clause, the unit of measurement for asphalt surfacing shall be the square metre of surface area.”

### **PSMH 8.4.2 Computation of Quantities**

Notwithstanding the provisions of subclause 8.4.2, asphalt complying with the specifications shall be measured by the ton as follows.

#### **a) Overlays on existing roadways and specified levelling courses**

Measurement shall be by weighbridges certificates submitted to the engineer on delivery of the asphalt.

#### **b) Asphalt base and wearing course laid on supporting road layerworks constructed by the contractor.**

Measurement shall be by weighbridges certificates submitted to the engineer on delivery of the asphalt, subject to the following limitations.

The tonnage measured shall not exceed the product of:

- (i) the nett roadway area receiving the asphalt layer,
- (ii) the thickness of the asphalt layer, and
- (iii) The in place compaction density achieved

The thickness of the asphalt layer is defined as the stated nominal thickness plus 15% additional up to a maximum of 7,5mm additional thickness. Where multiple asphalt layers are specified, the 15% additional shall be applied to the layers individually. However, the total cumulative additional thickness shall not exceed 7,5mm on any section of roadway where multiple asphalt layers are specified.

The computation of limiting tonnages shall apply to each individual section of roadway.

No measurement or payment will be made for asphalt not complying with specifications.

## **PSMJ SEGMENTED PAVING**

### **PSMJ 3 MATERIALS**

#### **PSMJ 3.1.1 General**

Concrete blocks as supplied shall be free from ALL cracks.

The exposed surface of no more than 2 blocks per square metre of completed paving shall have ANY chip, spall or protuberance.

Samples of the specified class, strength and type of block to be used on this Contract shall be submitted to the Engineer for his approval before any units are delivered to site. The wearing surface texture of the blocks shall be slightly rough but dense and uniform.

### **PSMJ 5 CONSTRUCTION**

#### **PSMJ 5.1 Preparation**

The subbase shall be approved by the Employer's Agent prior to the spreading of bedding sand.

#### **PSMJ 5.3 Placing and Compacting of Sand Bed**

Notwithstanding subclause 5.3 the sand bed shall be screeded between screed rails set to precise levels. Care is to be taken to avoid uneven compaction of the screeded sand and workmen shall not be permitted to walk over the screeded area either during or after the screeding operation.

The sand shall be screeded to a surcharge level to allow for compaction. In order to establish the correct level an allowance of 1,4 x compacted thickness is generally of the right order but to ensure that the surcharge is correct the final road level shall be checked after the first few metres of blocks have been laid and vibrated into place. If the level is incorrect the blocks must be lifted and the sand raked and re-screeded to achieve the correct level.

To help maintain uniformity the sand shall be obtained from a single source and allowed to drain before use and shall be covered over to minimise moisture changes.

#### **PSMJ 5.4 Laying of Units**

At the start of the laying operation extra care shall be taken to ensure that the first blocks are laid at the correct angle and hard up against a firm starting edge such as a kerb or channel.

The order of laying must ensure that the blocks can be placed easily and in such a way that it is not necessary to force a block between blocks already laid.

Each block shall be placed firmly against its neighbours, being held slightly above the laying course so as not to disturb the bedding sand until the block is in its correct position. (Care must be taken not to tilt the blocks on the leading edge by standing on them). Any cracked or damaged blocks shall be rejected and carted away from the work area.

To ensure continuity of pattern, careful setting out must be done and stringlines set up, particularly around obstructions.

## **PSMJ 5.5 Filling Gaps in Unit Pattern**

Where the minimum dimension of a gap is less than 20mm the gap shall be filled using 1:4 cement : sand mortar instead of 15 MPa concrete.

Concrete or mortar filled gaps may be used along edge restraints or against obstructions, but are not acceptable in the carriageway itself. Where a gap in the carriageway is unavoidable due to unusual shapes or obstructions, the following procedure must be used. Cutting of blocks must commence a sufficient distance from the gap such that standard width joints can be achieved without using any blocks of less than  $\frac{2}{3}$  of a full block length or width.

## **PSMJ 7 TESTING**

### **PSMJ 7.4.1 Wet Strength Test**

Before acceptance of block paving, the following number of compressive tests shall be approved by the Employer's Agent.

|                                                   |   |                                    |
|---------------------------------------------------|---|------------------------------------|
| For paved areas up to 100m <sup>2</sup>           | : | 6 No. Tests                        |
| For paved areas between 100 and 500m <sup>2</sup> | : | 12 No. Tests                       |
| For paved areas greater than 500m <sup>2</sup>    | : | 12 No. Tests per 500m <sup>2</sup> |

Where test results in accordance with SANS 1058, have been delivered to the Employer's Agent by the manufacturer for production batches, the number of samples from site may be reduced as determined by the Employer's Agent.

## **PSMK KERBING AND CHANNELLING**

### **PSMK 3 MATERIALS**

#### **PSMK 3.1 Concrete**

*Add the following :*

“The Contractor shall submit his design mix and the proposed slump for the concrete to be extruded at least three weeks before kerbing operations are scheduled to commence.

It shall also be incumbent on the Contractor to make up a trial mix well in advance of the scheduled commencement of kerbing operations, and to cast a minimum of 6 cubes for testing purposes.

Two cubes shall be crushed at 7 days, 14 days and 28 days.

No extruded concrete kerbing and channelling shall be placed until the Contractor has satisfied the Employer’s Agent as to the suitability of the mix and the Employer’s Agent has received at least the 7 and 14 day test results.

The cost of preparing test specimens and testing the trial mix shall be borne by the Contractor.”

#### **PSMK 3.5 Expansion Joint Sealant**

The filler board for expansion joints in kerbing shall consist of a 13mm thick bitumen impregnated soft board.

Expansion joints in all concrete kerbing and channelling shall be provided at 20m intervals and shall be constructed of filler board, as specified in clause PSMK 2, followed by a 10mm deep joint sealant (refer clause PSMK 3) which shall be finished flush with the kerb face.

Notwithstanding subclause 3.5 the sealant for expansion joints in kerbing shall consist of a gun grade joint sealing material such as "Plycol 327" or similar approved and shall be grey in colour.

#### **PSMK 3.8 Curing Compound**

*Add the following at the end of the sentence :*

“and be a resin based white pigmented type.”

#### **PSMK 3.9 Bedding Material**

Notwithstanding the contents of Clause 3.9, a 1:8 cement sand mix shall be used or if the layer is more than 30mm thick a strength concrete of Grade 20.”

Notwithstanding subclause 3.9, where specified, concrete shall be used as bedding material for precast concrete kerbing and channelling. The concrete grade and thickness of bedding material shall be as shown on the drawings.

## **PSMK 5 CONSTRUCTION**

### **PSMK 5.1 Excavation and Bedding**

Delete the first paragraph viz. "Trenches for ..... grade."

### **PSMK 5.2 Precast Concrete Kerbing and Channelling**

Add in second line "10mm to" before "50mm".

Delete in the last paragraph from "the kerbs shall" to "15 MPa and."

#### **PSMK 5.2.1 Precast Concrete Kerbing and Cast-in-situ Concrete Channelling**

*(New Clause)*

After the precast kerbs have been laid the formwork for the channelling shall be set up. Expansion joints shall be allowed for at approximately 8 metres intervals, i.e. opposite the joint between the kerbs. The principles of Clause 5.4 shall apply to the construction of cast-in-situ channelling.

### **PSMK 5.4 Cast-In-Situ concrete kerbing and channelling**

Cast-in-situ concrete kerbing and/or channelling shall be monolithic i.e. cast in one operation and plastering or the addition of a mortar paste topping will not be permitted.

### **PSMK 5.8 Machine Placed (Extruded) Kerbing and Channelling**

Before commencing kerb laying on the site, the first 50m length of kerb and channel to be constructed shall be regarded as trial kerb and channel. The Contractor shall demonstrate in the trial length the methods he proposes to use for the construction of the kerb and channel, including joints, texturing, the achievement of a smooth surface and dense fully compacted concrete. It may be constructed either in the recognised position in a road or elsewhere on the site in which case it shall be demolished, broken out and removed at the Contractor's expense.

The trial kerb and channel shall be constructed with the plant and equipment to be used on the works and the equipment's motion forwards and the handwork carried out on the extruded section shall be so controlled and used as to produce a kerb and channel to the shape, lines and levels specified.

The time taken to lay the test strip shall be recorded, which in the event of acceptance, shall be used to calculate a rate of extrusion which shall not be exceeded without the permission of the Employer's Agent.

If the concrete in the trial strip fails to meet the test requirements, the Contractor may, at his own cost, cut further cores from the kerb and or channel up to a maximum of one core per 100m length. The strengths obtained on such cores, together with those tested on the instruction of the Employer's Agent, shall be used to test compliance with the strength requirements.

The Contractor may, unless advised of any deficiencies in the trial kerb and channel, proceed with kerbing as soon as acceptable core test results are obtained.

In the event of deficiencies in the trial kerb and channel, the Contractor shall, at his own expense, demolish the rejected sections and remove to the designated tip site and repeat the 50m long trial strip. This process shall be continued until the Contractor has produced kerb and channel in accordance with this specification. He may then

proceed with kerb and channel construction proper. Any unacceptable trial length shall be broken out and removed to spoil, at the Contractor's expense before any subsequent trial length is permitted to commence.

Core test holes shall be filled with 30 MPa concrete mixed with a suitable adhesive compound.

No other means of testing the concrete will be considered and any kerb or channel not complying with all the requirements of the specification shall be broken out, removed to spoil and replaced at the Contractor's own expense.

The Contractor shall ensure that no change of circumstances or conditions is made to jeopardise the quality of the kerb and channel under construction. If, in the opinion of the Employer's Agent, this does occur, he may order the construction of a further trial length of 50m of kerb and channel in accordance with the requirements of this specification. Work on the kerb and channel proper shall not proceed until a trial strip has been constructed in accordance with the requirements of this specification. No claims for delays will be considered by the Employer's Agent on account of further trial lengths of kerbing being ordered.

### **PSMK 5.8.3 Subbase Preparation**

Delete in the first line from: "500mm beyond" to "as relevant" and replace by "150mm beyond the back face of the kerb."

Note this dimension applies to the compaction width required for the road layer.

Immediately prior to placing concrete for machine placed (extruded) kerbing and channeling, the subbase or base, as applicable, shall be swept clean of all loose or foreign matter and shall be dampened.

### **PSMK 5.10 Protection**

Where concrete kerbing and channelling is installed prior to road layerworks a curing time of at least 7 days (refer subclause 5.8.5) must be allowed and backfilling behind the kerb shall have been completed to the density specified for verge compaction before layerworks are commenced.

Cement washing over discolored sections of kerbing and channelling will not be acceptable.

### **PSMK 5.13 Junction with existing Kerb And Channel**

*(New Clause)*

The Employer's Agent shall state in each case the length of existing kerb and channel to be removed. The exposed road layer surface shall be made good before proceeding.

Each uninterrupted length of kerbing shall be placed in one continuous operation in order to avoid joints. Where it is necessary to join make-up sections the kerbing shall be cut vertically and a light tack coat of 60% cationic emulsion shall be applied before butting the new kerbing.

Immediately after the kerbing has hardened, backfill shall be placed and compacted to the density specified for completed verges.

## **PSMK 7 TESTING**

### **PSMK 7.2.1 Cast-in-situ and Extruded, Kerbing and Channelling**

The Contractor shall take a set of 3 cubes of nominal size 150mm for every day's pour, every 20m<sup>3</sup> of concrete poured or every 500m of kerbing and channelling cast-in-situ or extruded, whichever gives the greater number of cubes.

These shall be tested by an approved laboratory at the contractors cost.

Results of cube tests shall be handed to the Employer's Agent not later than 3 days after crushing.

This shall apply even if the concrete is supplied by a 'ready-mix' supplier.

Should the Employer's Agent reject any portion of kerbing or channelling for suspected lack of strength the Contractor may elect to provide core tests undertaken in accordance with SANS Method 865. Such core tests will be taken as conclusive evidence of in-situ concrete strength.

## **PSMK 8 MEASUREMENT AND PAYMENT**

### **PSMK 8.1 Basic Principles**

The unit rate for cast-in-situ and extruded kerbing and channelling shall include for all costs associated with testing as specified herein.

*Delete the second sentence of Clause 8.1.1 and replace by: "Deduction from the linear length of the kerbing will be made for transition kerb and channel, catchpit structures and motor-slopes. These items will be measured separately."*

#### **PSMK 8.2.14 Junction with Existing Kerb and Channel .....Unit : m (New Clause)**

The unit of measurement for tying new kerb and channel into existing shall be per metre and shall include for all labour and materials necessary to comply with Clause PSMK 5.13 and to complete the junction.

#### **PSMK 8.2.15 Motor Slopes (New Clause)**

- a) Standard Residential Motorslopes, with 3m ramps, as detailed on Drawing No PSMK 7/6 ..... Unit : No.
- b) Extra-over for additional ramp width ..... Unit : m

The rate shall cover the cost of supplying subbase quality material from commercial sources, placing to the required levels, watering and compacting to 95% MDD density, supplying and placing the concrete, forming of joints, screeding and finishing to the required levels.

#### **PSMK 8.2.16 Pedestrian Ramps (New Clause)**

- a) Pedestrian Ramps, with floated concrete finish, as shown on Drawing No PSMK 7/7 ..... Unit : No

- b) Pedestrian Ramps, with “bubble block”, as shown on  
Drawing No PSMK 7/7 & 7/8 ..... Unit : No

The rate shall cover the cost of supplying subbase quality material from commercial sources, placing to the required levels, watering and compacting to 95% MDD density, supplying and placing the concrete, forming of joints, screeding and finishing to the required levels.

## **PSMM      ANCILLARY ROADWORKS**

### **PSMM 3      MATERIALS**

#### **PSMM 3.1.1 Guardrails**

Guardrails and endwings shall be manufactured from plain carbon steel and have a hot-dip galvanized zinc coating finish all in accordance with the requirements of SANS 1350.

Unless otherwise specified guardrails shall be terminated using Type 1(a) Standard endwings.

#### **PSMM 3.1.2 Posts and Spacer Blocks**

Timber posts and spacer blocks shall be manufactured from Strength Group B hardwood and, where necessary, the 'nailing and stapling' method of banding shall be used. Unless otherwise shown on the drawings timber posts shall be 2,0 metres in length, and shall have a single 20mm diameter bolt hole drilled through the post 200mm below the highest point of the dome or roofing cut, as applicable.

#### **PSMM 3.2.3 Bolts, Nuts, Washers and Rivets**

Where a road traffic sign is to be supported on a single timber pole 2 x 10mm (minimum) diameter bolts shall be used to fix the sign to the support.

### **PSMM 5      CONSTRUCTION**

#### **PSMM 5.3.2 Surface Preparation**

The painting of road markings shall not be carried out sooner than two weeks after completion of the bituminous surfacing.

#### **PSMM 5.5      Street Name Boards** *(New Clause)*

Poles shall be erected at the positions shown on the drawings and name blades attached as ordered. The correct spelling of the names of the streets, etc. to appear on the blades will be supplied in writing by the Employer's Agent.

### **C3.4: CONSTRUCTION: PART C – PARTICULAR SPECIFICATIONS**

The following Particular Specifications are applicable to this contract

- PA : Quality Assurance and Quality Control
- PB : Grassing
- PC : Works to be executed in terms of the Expanded Public Works Programme (EPWP)
- PD : Project Health and Safety Specification

## **PA: QUALITY ASSURANCE AND QUALITY CONTROL**

### **PA 1 SCOPE**

This specification covers the implementation of a quality control and quality assurance system to ensure full compliance with the specification throughout the duration of the Contract. The quality control program shall further serve to provide the basis of measurement of the quantities to prevent wastage of specialised materials.

### **PA 2 DEFINITIONS**

W : Witness Point  
H : Hold Point  
RD : Record Data  
A : Activity  
Sign : Signature  
Eng : Engineer or Engineer's Representative / Employer's Agent  
Con : Contractor's Quality Control Inspector

### **PA 3 QUALITY PLAN**

The quality plan for each specified activity shall be carried out as per the quality plan schedules given below and shall be controlled and signed off by a person appointed for and dedicated to the implementation of the Quality Plan.

No work shall commence without the approval of a Quality Plan by the Employer's Agent.

#### **PA 3.1 EARTHWORKS : ROADWORKS**

| Activity                              | Acceptance              | W | RD | H | Signature |     |
|---------------------------------------|-------------------------|---|----|---|-----------|-----|
|                                       |                         |   |    |   | Con       | Eng |
| Approval of contract quality plan     | Project Spec, SANS 1200 |   |    | H |           |     |
| Approval from Engineer for spoil site | Project Spec, SANS 1200 |   |    | H |           |     |
| Approval of master drawing register   | Drawing Register        |   |    | H |           |     |
| Confirm existing services             | Project Spec, SANS 1200 |   |    | H |           |     |
| Approval of materials                 | Project Spec, SANS 1200 |   |    | H |           |     |
| Survey and setting out                | Project Spec, SANS 1200 |   |    | H |           |     |
| Clearing and grubbing                 | Project Spec, SANS 1200 |   |    | H |           |     |
| Confirm roadbed preparation           | Project Spec, SANS 1200 |   |    | H |           |     |
| Approval of roadbed preparation       | Project Spec, SANS 1200 |   |    | H |           |     |
| Approval of subgrade                  | Project Spec, SANS 1200 |   |    | H |           |     |
| Approval of subbase                   | Project Spec, SANS 1200 |   |    | H |           |     |
| Approval of kerbing                   | Project Spec, SANS 1200 |   |    | H |           |     |
| Approval of base                      | Project Spec, SANS 1200 |   |    | H |           |     |
| Approval of surfacing                 | Project Spec, SANS 1200 |   |    | H |           |     |
| Approval of mix design / seal design  | Project Spec, SANS 1200 |   |    | H |           |     |
| Verify final quantities               | Topographical Survey    |   |    | H |           |     |

#### **PA 3.2 STORMWATER PIPES**

| Activity                                             | Acceptance              | W | RD | H | Signature |     |
|------------------------------------------------------|-------------------------|---|----|---|-----------|-----|
|                                                      |                         |   |    |   | Con       | Eng |
| Approval of contract quality plan                    | Project Spec, SANS 1200 |   |    | H |           |     |
| Approval of master drawing register                  | Drawing Register        |   |    | H |           |     |
| Approval of materials                                | SANS 1200A 3.1          |   |    | H |           |     |
| Survey and setting out                               | Project Specification   |   |    | H |           |     |
| Clearing and grubbing                                | Project Spec, SANS 1200 |   |    | H |           |     |
| Expose Existing Service (if applicable)              | Project Spec, SANS 1200 |   |    | H |           |     |
| Inspect pipes for any defects.                       | No damage to concrete   |   |    | H |           |     |
| Inspection of trenches (sides, alignment and bottom) | Project Spec, SANS 1200 |   |    | H |           |     |
| Inspect bedding                                      | Project Spec, SANS 1200 |   |    | H |           |     |
| Commence backfilling in layers and compact           | Project Spec, SANS 1200 |   |    | H |           |     |
| Reinstatement                                        | Project Spec, SANS 1200 |   |    | H |           |     |

#### PA 4 MEASUREMENT AND PAYMENT

No additional payment will be made for preparing, confirming and maintaining / managing the QA Plan. The Additional cost (if any) shall be deemed to be included in the rates for the relevant work items.

## **PB: LANDSCAPING AND GRASSING**

### **PB1 SCOPE**

This specification covers the requirements for topsoiling and grassing required for reservoir embankments, reinstatement of sensitive areas around structures and along pipeline routes where indicated on the drawings and schedule of quantities.

### **PB2 SUPPORTING SPECIFICATIONS**

The following Specifications shall, inter alia, form part of this Particular Specification:

|              |   |                              |
|--------------|---|------------------------------|
| SANS 1200 DM | : | Earthworks (Roads, Subgrade) |
| SANS 1200 D  | : | Earthworks                   |
| SANS 1200 DA | : | Earthworks ( Small Works)    |
| SANS 1200DB  | : | Earthworks (Pipe Trenches)   |

### **PB3 MATERIALS**

#### **PB3.1 Topsoil**

##### Quality

Topsoil should be a good quality sandy loam with a clay content of approximately 10% and with a ph of 6.5 – 7.0. Topsoil must be free of any harmful salts, substances and weeds. No soil particles and stones larger than 20mm will be accepted in any ratio in the topsoil.

Topsoil to be obtained from commercial sources.

##### Soil Tests

A typical sample of the topsoil to be used on the site shall be tested for free nutrient availability, water retention, organic content and ph value. The landscape Contractor shall undertake similar analysis of “in situ” soil after spreading. The soil analysis report together with soil improvement recommendations (if required for normal horticultural use) is to be submitted to the Landscape Designer for approval.

#### **PB3.2 Fertilizer**

The type of fertilizer used shall be one or more of the following:

- a) 2:3:2(30)Zn
- b) Limestone Ammonium-Nitrate
- c) Agricultural Lime
- d) Super Phosphate

#### **PB3.3 Kikuyu Lawn by Turf (Instant Lawn)**

Should the turf be from a source unknown to the Engineer, the Contractor shall supply a sample of the turf he intends using, for the Engineer's approval. All turves used on the site shall be of a similar type to the approved sample.

The grass shall be of close texture, of even density and green in colour. The turves should be sufficiently fibrous for turves to hold together when handled; excess fibre or mat is to be

avoided. The grass shall have been closely mown to a maximum length of 25mm. It shall not be infected with pests or diseases.

Turves should be of rectangular shape, and of uniform thickness.

#### **PB3.4 Grass Cuttings**

Grass cuttings shall be of an approved type of local Kweek or Kikuyu showing strong growth tendencies.

#### **PB3.5 Anti-Erosion Compounds**

Anti-erosion compounds shall consist of a plastic material in dispersion which can be sprayed on the soil to bind and protect it against erosion, such as "Surfsol" or a similar approved compound.

#### **PB 3.6 Grass Runners**

Vegetation, as directed by the Engineer, such as local grass or sour fig, etc. showing strong growth tendency, shall be planted into the completed surfaces of topsoiled areas. The runners shall be planted approximately 75 mm deep at 225 mm centres and in rows 300 mm apart. The soil shall be filled over the runners and firmly tamped, leaving one end of each runner projecting slightly above the surface. On completion of planting, the planted area shall be neatly trimmed and an approved fertilizer applied at the rate recommended by the manufacturer. Thereafter the planted area shall be well watered. The Contractor shall ensure that, up to the date of final approval certificate, the planted areas are not permitted to dry out. Any runners which fail to grow during this period shall be immediately replaced with fresh runners until full cover is obtained.

### **PB 4 PLANT**

#### **PB4.1 Topsoiling and Grass Planting**

Except for vehicles necessary for carting topsoil and grass cuttings to the work areas the spreading of topsoil and planting of grass cuttings, etc., shall be done manually.

### **PB5 CONSTRUCTION**

#### **PB5.1 Topsoiling**

The surface to be topsoiled shall be prepared by trimming to a semi-rough surface finish, essential for the proper placing of topsoil.

Material for topsoiling shall be recovered from stockpiles, formed as part of site preparation, or imported from commercial sources as directed by the Engineer.

The topsoil shall be spread to cover the whole surface area forming a loose layer of topsoil nowhere less than 100mm in thickness measured after trimming.

The transport of topsoil to be included in the supply rate of the topsoil and all haulage will be regarded as free haul.

After completion of topsoiling the Contractor shall protect and maintain the topsoiled areas and bear all costs involved in repairs to damaged work.

## **PB5.2 Grassing**

Grassing shall be carried out at the earliest convenient stage in the construction programme and be arranged to suit seasonal weather conditions.

Full responsibility for the establishment and maintenance of the grassed areas shall rest with the Contractor until the end of the maintenance period.

### **PB5.2.1 Grass by Turf (Instant Lawn)**

#### **Preparation**

All areas to be turfed are to be cultivated to a depth of at least 100mm, cleared free of rubbish and weeds, and brought to a fine tilth.

Before turfing, 2:3:2 fertilizer shall be raked into the top 100mm at a rate of 1kg per 10m<sup>2</sup> as the final tilth is reached. Before turfing, all lawn areas shall be moistened.

#### **Laying**

Any turf brought to the site or laid prior to the approval of the Engineer, shall be deemed to be brought on or laid, at the Contractor's risk, and he will be instructed to lift or cart away such turf off the site, and replace or re-lay at his own expense unless instructions to the contrary be given by the Engineer.

Turf shall not be laid within 300mm of any tree trunk.

Turf areas adjoining buildings, boundary walls or fences shall be taken to the faces of these structures to give complete soil coverage.

No turf shall be laid until the topsoiling in whole or part has been satisfactorily completed by being brought to an even tilth and firmness. The turves shall be laid on prepared soil beds and firmed into position in consecutive rows with broken joints (as in stretcher bond brickwork), closely butted and to the correct levels. Where necessary, the turves should be lightly and evenly firmed with wooden beaters, the bottom of the beaters being frequently scraped clean of soil or mud.

The finished level of the turf should conform to the levels indicated, allowing for final settlement. Turves may be lightly rolled with a roller not exceeding 20kg to achieve final levels, but under no circumstances may a heavy roller be used except where authorized by the Engineer.

#### **Watering**

Damage or failure due to neglect of watering shall be the responsibility of the Contractor. Any scorched or wilted turf shall be replaced at the Contractor's own expense.

## **PB6 TOLERANCES**

### **PB6.1 Topsoil**

Topsoil in the loose shall nowhere measure less than 100mm in thickness after trimming.

### **PB6.2 Grass by Turf (Instant Lawn)**

Grass placing should be directly next to each other.

## **PB7 TESTING**

### **PB7.1 Grass by Turf (Instant Lawn)**

Success of placing grass by turf will be determined by the achievement of satisfactory cover, defined as living grass.

## **PB8 MEASUREMENT AND PAYMENT**

### **PB8.1 Topsoiling**

Topsoiling will be measured in square metres (m<sup>2</sup>) of slope area covered.

The rate shall cover the supply of topsoil from stockpile or commercial sources, transport, spreading in a manner described, trimming and finishing.

### **PB8.2 Grass by Turf (Instant Lawn)**

The work in planting instant lawn will be measured in square metres (m<sup>2</sup>) of area effectively covered with a satisfactory cover of living grass.

Measurement will be on a tentative basis until the final measure at the end of the maintenance period, payment being made as follows :

- a) As a progress payment of 60 percent of the tendered rate, over the area planted, on completion of the work; and
- b) As a final payment at the end of the maintenance period at the full tendered rate over the area covered by a satisfactory cover of grass.

The rate shall cover the supply of grass (grass type as specified in the schedule of quantities) and fertilizer, preparation, application of fertilizer, planting and for the maintenance (as per PB9) of the planted area.

### **PB8.3 Grass by runners**

The work in planting runners will be measured in square metres (m<sup>2</sup>) of area effectively covered with a satisfactory cover of living grass.

Measurement will be on a tentative basis until the final measure at the end of the maintenance period, payment being made as follows :

- a) As a progress payment of 60 percent of the tendered rate, over the area planted, on completion of the work; and
- b) As a final payment at the end of the defects liability period at the full tendered rate over the area covered by a satisfactory cover of grass.

The rate shall cover the supply of grass runners and fertilizer, preparation, application of fertilizer, planting as per PB 3.6 and for the maintenance (as per PB9) of the planted area.

## **PB9 MAINTENANCE**

The Contractor shall continuously maintain all areas included in the contract during the progress of work, the maintenance period, and until final acceptance of the work.

## **PB9.1 Lawn**

All lawn areas shall be fed every 6 weeks during the maintenance period with a dressing of 3:2:1 (28) fertilizer, 600kg/Ha.

Other maintenance shall consist of watering – 35mm precipitation per week, weeding, cutting, repair of all erosion and settlement, and replanting as necessary to establish a uniform and healthy stand of the specified type, and shall continue until the end of the specified maintenance period (1 cut per week).

All lawn shall be cut for the first time when runners reach a length of 100mm, or vertical growth has reached a height of 50mm. Lawn shall only be cut when the grass is dry except when continual rain necessitates the cutting of wet grass.

Lawn mowers shall not be set higher than 50mm, and a maximum of one third of the leaf length may be removed at one cutting.

All grass cuttings shall be collected and removed from the site unless otherwise specified by the Engineer.

All weed growth that is not removed by the cutting process must be removed from lawn areas and from the site. Weedkillers may only be used with written permission of the Engineer.

Any bare patches that may occur in the lawn larger than 0,25m<sup>2</sup> shall be replanted with the specified species in the same manner specified under item 4.1.

All unevenness in the lawn areas will be eliminated by rakes and topdressing as and when necessary and indicated by the Engineer. Topdressing layers not to exceed a thickness of 20mm per dressing.

## **PC: WORKS TO BE EXECUTED IN TERMS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**

### **PC 1 General**

Any work or a portion work that can be undertaken by labour intensive methods on an efficient basis shall be executed in such a way.

### **PC 2 Scope of work to be executed on the construction project in terms of the EPWP**

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) excavations to expose existing services
- c) stormwater drainage (manholes, kerb inlets, bedding)
- d) low-volume roads and sidewalks (kerb laying)
- e) backfilling

### **PC 3 Hand excavateable material:**

Hand excavateable material is material:

#### **a) Granular materials:**

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

#### **b) Cohesive materials:**

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

- Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

**Table 1: Consistency of materials when profiled**

| GRANULAR MATERIALS |                                                           | COHESIVE MATERIALS |                                                                                 |
|--------------------|-----------------------------------------------------------|--------------------|---------------------------------------------------------------------------------|
| CONSISTENCY        | DESCRIPTION                                               | CONSISTENCY        | DESCRIPTION                                                                     |
| Very loose         | Crumbles very easily when scraped with a geological pick. | Very soft          | Geological pick head can easily be pushed in as far as the shaft of the handle. |

| GRANULAR MATERIALS |                                                                                                              | COHESIVE MATERIALS |                                                                                                                                                                                    |
|--------------------|--------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CONSISTENCY        | DESCRIPTION                                                                                                  | CONSISTENCY        | DESCRIPTION                                                                                                                                                                        |
| Loose              | Small resistance to penetration by sharp end of a geological pick.                                           | Soft               | Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.                                                    |
| Medium dense       | Considerable resistance to penetration by sharp end of a geological pick.                                    | Firm               | Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade. |
| Dense              | Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation. | Stiff              | Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.                                               |
| Very dense         | High resistance to repeated blows of a geological pick.                                                      | Very stiff         | Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.                                                                            |

**PC 4 Trench excavation:**

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

**PC 5 Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers:

- to 90% MDD density;
- such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

**PC 6 Excavation**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**PC 7 Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

**PC 8 Shaping**

All shaping shall be undertaken by hand.

**PC 9 Loading**

All loading shall be done by hand, regardless of the method of haulage.

**PC 10 Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

**PC 11 Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

**PC 12 Spreading**

All material shall be spread by hand.

**PC 13 Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved.

**PC 14 Stone pitching and rubble concrete masonry**

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m. Grout shall be mixed and placed by hand. Any work or a portion work that can be undertaken by labour intensive methods on an efficient basis shall be executed in such a way

**PC 15 Training of targeted labour**

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

The Contractor should allow two (2) working days per month to the targeted labour for formal training. The cost of formal training of targeted labour will be funded by the local office of the Department of Labour. If this is not possible due to any reason a provisional sum has been added to arrange formal training through other accredited vendors. This training will take place as close to the project site as practically possible. An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training.

**PC 16 Records to be kept**

The Contractor shall provide monthly production records showing the number of personnel employed using labour intensive construction methods, the wages paid and production measurement records.

**PC 17 Community Liaison Officer & Sourcing of Local Labour**

The Contractor will appoint and employ a Community Liaison Officer (CLO) for the duration of construction. The CLO will be responsible for resolving any concerns raised by either the Community or Contractor, and will be responsible for preparing employment lists from which the Contract's labour force will be recruited.

The Contractor is to make maximum use of local labour. All labour, with the exception of the Contractor's key personnel, is to be recruited from the community immediately adjacent to the site.

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**PD: PROJECT HEALTH AND SAFETY SPECIFICATION**

Refer Annexure B for Project Health and Safety Specification prepared by the specialist OH&S Agent.

## **C3.5: MANAGEMENT**

### **C3.5.1 MANAGEMENT OF THE WORKS**

#### **C3.5.1.1 Applicable SANS standards**

Refer C3.4 : Construction : Part C for applicable SANS standards and C3.4: Construction: Part B for project-specific amendments to applicable SANS standards.

#### **C3.5.1.2 Particular / Generic specifications**

Refer to C3.4: Construction: Part C – Particular Specifications

#### **C3.5.1.3 Planning and programming**

Clause 5.6 of the Conditions of Contact requires the Contractor to submit a programme for the execution of the works.

In addition to the requirements of Clause 5.6, the programme shall be presented in the form of a Gantt Chart and shall allow for (inter alia):

- The various stages of work planned to be completed per month in sufficient detail to be able to assess construction progress,
- Clear indication of the critical path activities and their dependencies,
- Key dates in respect of information to be provided by the Employer's Agent and/or others,
- Expected weather conditions and their effects,
- Known physical conditions or artificial obstructions,
- Searching for, dealing with and carrying out alterations to the existing services,
- The procurement process of EME's,
- The requirements and effects of employing Labour Intensive Construction (LIC) methods, if required,
- The accommodation and safeguarding of public access (vehicular and pedestrian) and traffic,
- The lead time required for compliance with the Site Specific Health and Safety Specification and Site Specific Baseline Risk Assessment (annexure C & D respectively),
- Provision and implementation of the Health and Safety Plan in terms of the 2014 Construction regulations and the Occupational Health and Safety Act (1993)
- Year end shut down period (dates advised by SAFCEC),
- Special non-working days, and
- Non-working days.

If any change to the critical path occurs, the Contractor shall as soon as is practicable notify the Employer's Agent in writing.

When drawing up the programme the contractor shall, among other issues, take into consideration and make allowance for:

Failure to produce a detailed programme may prejudice the contractor in any claim for an extension of time.

Failure to comply with these requirements will entitle the employer's agent to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

#### **C3.5.1.4 Sequence of the works**

The contractor shall programme the sequence of the works to ensure efficient use of resources and completion of the work within the time for completion, allowing sufficient time for pre-approval, hold-points, inspections and approvals.

***Note that work shall commence in both the wards simultaneously.***

#### **C3.5.1.5 Software application for programming**

The contractor shall submit the programme to the Employer's Agent in both pdf and MS Project format.

#### **C3.5.1.6 Methods and procedures**

##### **(i) Security and protection of the site**

The Contractor shall be solely responsible for security of his and his subcontractor's personnel, plant and equipment, and for the protection of the Site against all damage to property, services, terrain, trees etc. If in the normal execution of this Contract, disturbance to the Site of the Works is necessary, the Contractor shall obtain the prior permission of the Employer's Agent. After completion of this work, the Contractor shall reinstate the area concerned to its original condition at his own cost or as covered under the rates in the Bill of Quantities. The Employer's Agent ruling of what was the original condition of the Site or part thereof shall be final.

If the Contractor fails to reinstate the Site, the Employer shall do the reinstatement and the Employer's Agent shall establish the extent of the work as well as its costs. The Employer's Agent ruling shall be final and payment for the work will be deducted from the Contractor's monthly certificate.

The Contractor shall ensure that his actions do not cause any nuisance to the public. Should spillages occur, the Contractor must adequately disinfect the work site, including the container area.

The Contractor shall provide sumps, pumps, furrows, berms and/or coffer dams to divert water flow away from construction activities; and any other temporary measure/works as may be necessary to minimise damage, inconvenience or interference, for 24 hours a day 7 days a week throughout the period of construction, to adequately protect the works from flooding and damage.

The Contractors programme must include and item and information regarding the dealing with water.

##### **(ii) Housekeeping**

Progressive and systematic finishing and tidying will form part of this contract. Spoil, rubble, materials, equipment or unfinished operations shall not be allowed to accumulate unnecessarily and in the event of this happening, the Employer's Agent shall have the right to withhold payment for as long as the condition prevails in respect of the relevant works in the area(s) concerned.

The general neatness and tidiness of the site is of particular concern. The Contractor shall therefore, on a day-to-day basis, keep the Works in a condition acceptable to the Employer's Agent.

(iii) Management and disposal of spoil and waste

All waste shall timeously be disposed of at a licensed waste disposal site.

(iv) Maintenance of pedestrian and vehicular access

Refer (vi) below

(v) Cooperation with others on the site

The site is surrounded by municipal roads open to the public, who have right of way on adjoining roads at all times.

(vi) Adjoining properties

The Contractor is to ensure that all landowners are notified one month prior to construction commencing adjacent to their properties. The Contractor shall submit copies of the notification to the Employer's Agent.

The Contractor is to minimise disruption and ensure access and security for the landowners are maintained at all times. The following measures are to be adhered to for the duration of the contract:

The construction of activities should proceed as discussed with the landowner and Employers Representative

- Landowner to have access to his property at all times
- Temporary fences to be installed as required by the Contractor without limiting access to the landowner
- Tidying up, removing temporary fencing, reinstating existing fencing and opening the existing access to be performed before completion of the contract

(vii) Dealing with existing services

Refer C3.4

(viii) Title to materials from excavation and demolition

Unless stated elsewhere in the Scope of Works, or confirmed in writing by the Employer's Agent, all materials from excavations are the Employer's property.

(ix) Site records

For the Contractor to provide the Employer's Agent or representative with information required, for giving notification in writing of inspections, drawings, etc., required by the Contractor, and for use by the Employer's Agent or Representative for the purpose of writing day-to-day instructions or confirming verbal information or instructions given to the Contractor. No other person other than the Construction Manager shall request inspections, drawings etc. from the Employer's Agent or his representative

(x) Hours of work, rules and conduct in respect of personnel of contractor and subcontractor(s)

Normal working hours shall be those as stated in the Government Gazette for Civil Engineering and Roadmaking Industries as applicable to a 5 (five) day week, Monday's to Friday's.

(xi) Noise, dust, water, waste and other impediments

The Contractor shall ensure at all times that dust is controlled.

Domestic waste shall be disposed of at licensed waste disposal sites.

(xii) Giving notice of work to be covered up

The Contractor shall give the Employer's Agent adequate notice of work to be covered up to allow inspection and acceptance of same. The notice period shall be reasonable and shall be agreed at the Handover Meeting.

(xiii) Temporary works

Temporary works shall be designed by the Contractor, and the design checked by the Employer's Agent.

(xiv) Care of the works, plant and materials

Refer to the Conditions of Contract for responsibilities in this regard.

(xv) Establishment and removing of equipment from the site

Refer to the Conditions of Contract for responsibilities in this regard.

(xvi) Samples

The Contractor shall timeously make available samples of materials he proposes for use on the works to allow the Employer's Agent to undertake whatever tests necessary to confirm compliance with the Contract.

(xvii) Progress photographs

The Contractor shall record progress of the works with a daily photographic record. Copies of this record shall be provided to the Employer's Agent on a monthly basis.

(xviii) Record drawings

The Contractor shall record, on a set of drawings specifically made available for this purpose, all existing services encountered whilst undertaking the works. The Employer's Agent will require these drawings on a monthly basis to allow for the services recorded to be captured electronically on the contract drawings.

### **C3.5.1.7 Quality plans and control**

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Employer's Agent. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Employer's Agent will audit the Contractor's 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/her own workmanship in accordance with his/her QA-system. His/her attention is drawn to the fact that it is not the duty of the Employer's Agent or the Employer's Agent's representative to act as foreman or surveyor.

The contractor shall submit to the employer's agent a Quality Assurance Plan for acceptance. The QA plan shall be supported by detailed technical method statements for each item of works to be constructed which are to be approved by the employer's agent prior to the item of work commencing.

Refer to C3.4: Construction : Part C

### **C3.5.1.8 Environment**

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

The movement of plant and workmen shall be restricted to the construction areas and essential access routes. No Contractor's workmen will be permitted outside these areas.

Within and in the proximity of the site, the Contractor shall take steps to protect all property, features, landscaping, vegetation and soil not directly affected by the Works and shall ensure that no avoidable damage and disturbance is caused, and that no erosion is allowed to occur.

No fires may be lit except at places approved by the Employer's Agent. The Contractor shall ensure that the fire hazard on and near the Site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out. Vegetation and trees cleared from the Site may not be burnt on or in the proximity of the Site.

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

The Contractor attention is also drawn to the requirements of Clauses 8.1.2, 8.1.3, 8.1.4 and 5.15 of the Conditions of Contract.

The Contractor shall ensure that their staff are properly instructed and carry out the requirements of this clause. The Contractor will be held liable for all unauthorised damage caused by them or any of their staff.

The cost of all duties and precautions specified above shall be deemed to be included in the rates for fixed-charge and time-related items.

### **C3.5.1.9 Accommodation of traffic on public roads occupied by the contractor**

The operation of construction vehicles on existing roads shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof.

If the Contractor use existing roads for the hauling of materials to or from site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary and immediately. No additional payment will be made for the clearance of spillage and all other relevant costs.

Where work is to be executed close to existing residential properties, the Contractor shall ensure that at all times pedestrian and vehicle access are provided for house owners to their properties. Where crossing of existing driveways are to be done, the Contractor must liaise with the relevant property owners regarding the time and period when such access will not be available. However, access shall be made available between 17:00 and 07:00 on weekdays and on Saturdays and Sundays.

### **C3.5.1.10 Other contractors on site**

The employer will not have any other contractors on the site during this contract.

### **C3.5.1.11 Testing, completion, commissioning and correction of defects**

The employer will not provide any services or facilities to the contractor.

### **C3.5.1.12 Recording of weather**

The Contractor shall provide and erect a rain gauge on site. All rainfall and other adverse weather conditions affecting the contractual time for completion in terms of Clause 5.5 of the Conditions of Contract shall be recorded in the site diary.

The site diary shall be handed to the Employer's Agent Representative for his signature no later than 7 days after rain that is considered to justify an extension of time that may occur.

### **C3.5.1.13 Format of communications**

All contractual correspondence, or notices, claims, etc. required by the Conditions of Contract shall be submitted in original hard-copy, signed by the Contract Manager on the contractor's letterhead and addressed to the Employer's Agent.

### **C3.5.1.14 Key personnel**

A schedule of key personnel to be used on site, including contact particulars, is to be provided to the Employer's Agent before commencement of works for approval.

The Key Personnel presented as part of the tender submission in returnable schedule T2.2.6 : Organogram and T2.2.7 : Key Personnel as listed in the Tender Data shall apply. If the personnel indicated are no longer available, personnel with similar or better qualifications and experience shall be presented to the Employer's Agent for approval.

### **C3.5.1.15 Management meetings**

The Employer's Agent, Contractors designated representative(s), Employer and other Agents/Consultants/Subcontractors as required shall hold meetings related to the progress of the works, technical issues, quality, health and safety and environmental compliance and subcontractor co-ordination matters at regular intervals not exceeding four weeks, or at such other times may be necessary. The representatives of the Employer's Agent, Contractor and Employer and their delegated authority will be confirmed at the Inaugural Site meeting.

The Contractor shall attend all progress/site meetings and ensure that all persons under his jurisdiction are notified timeously of all progress/site meetings should their attendance be required. All persons attending progress/site meetings are to have the necessary delegated authority in respect of aspects such as planning, change managements, health and safety and environmental.

The employer will not provide any services or facilities to the contractor.

#### **C3.5.1.16 Forms for contract administration**

Pro forma approval forms to be used on this contract shall be provided by the Employer's Agent at the inaugural meeting.

Forms for reporting on employment of local labour (EPWP) are attached as annexure E to this document. These reports shall be submitted monthly to the Employer's Agent in accordance with the stipulated requirements.

#### **C3.5.1.17 Electronic payments**

The contractor shall make necessary arrangements with the employer to facilitate electronic payments.

The contractor will be responsible for supplying correct bank details to the employer for electronic payments and the employer.

The Contractors tax invoice shall contain the following information as a minimum:

- Contract number and description
- Date of invoice
- Invoice number
- Clearly stipulate the words "Tax Invoice"
- Be addressed to the KNYSNA MUNICIPALITY
- Contain the details of the KNYSNA MUNICIPALITY
- Contain the banking details and VAT registration number
- Contain the logo of the contractor or contractors in the case of a joint venture

#### **C3.5.1.18 Daily records**

The site diary shall record the following:

- Works being undertaken
- Progress of works relative to approved programme
- Contractors and subcontractors personnel on site
- Delays, possible delays and inclement weather
- Delivery of materials to site
- Plant and equipment on site

If the site diary is not updated on a daily basis the plant, equipment, supervision and labour shall be taken as zero for the unrecorded days in the event of a claim.

All communications regarding the contract shall be channelled through the Employer's Agent and/or his authorised representative.

A site book in triplicate will be provided by the Contractor in which relevant matters shall be recorded and signed by the Employer's Agent and the Construction Manager.

All communication shall be noted and recorded in the minutes of the monthly progress meetings.

#### **C3.5.1.19 Bonds and guarantees**

Refer to the Conditions of Contract and Contract Data.

#### **C3.5.1.20 Payment certificates**

Refer to the Conditions of Contract and Contract Data.

Measurement of works completed are typically agreed by the 25<sup>th</sup> of the month, for work completed up to the 25<sup>th</sup> of the month between the contractor's representative and employer's agent representative.

Payment certificates shall be submitted in the form of the Bill of Quantities. Columns shall be provided showing the previous quantity, current quantity and total quantity claimed under each item. Calculations to substantiate the quantities claimed must be submitted with each monthly claim. A declaration that ownership of unused materials is vested with the contractor, along with documentary evidence of the transfer of ownership for suppliers to the contractor, must be submitted together with any claim made for payment of unused materials on site. No payment for materials on site will be made without such a declaration.

#### **C3.5.1.21 Permits**

The contractor will be responsible for any permit / permission required for execution of works.

#### **C3.4.1.22 Proof of compliance with the law**

Whenever required to do so by the employer or employer's agent, the contractor shall provide documentary evidence of compliance with any legal or statutory requirement within 7 days of being requested to do so.

#### **C3.5.1.23 Insurance provided by the employer**

The employer will not provide insurance of any kind.

## **C3.5.2 HEALTH AND SAFETY**

Refer to C3.4: Construction: Part C – Particular Specification PD for the Project Health and Safety Specification.

### **C3.5.2.1 Health and Safety requirements and procedures**

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993) hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:

- (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.
- (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.
- (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.
- (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.
- (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.
- (vi) The Contractor shall furthermore, in compliance with Constructional Regulations 2014 (Government Gazette No. 10113, dated 07 February 2014) to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works. The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

- (vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.
- (viii) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the C3.3: Construction, the Bill of Quantities, the Drawings, and in the Employers' Site Specific Health and Safety Specification (regulation 4(1) of the Construction Regulations, 2014, Site Specific Baseline Risk Assessment which is attached as annexure C and D respectively.

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

As per Clause 4(1)(a) of the 2014 Construction Regulations a Site Specific Health and Safety Specification and Site Specific Baseline Risk Assessment is included in this contract as Annexure C and D.

Furthermore, any reference to the "Machinery and Occupational Safety Act" in any specification shall be replaced with reference to the "Occupational Health and Safety Act, 1993."

The Contractor Shall be the responsible party on site to ensure that the provisions of the Occupational health and Safety Act No. 85 of 1993 and the Construction Regulations (2014) are strictly adhered to and administered for the duration of the contract (i.e. until the completion certificate is issued). The Knysna Municipality will not be held liable for safety on site.

#### **C3.5.2.2 Protection of the public**

The Contractor shall at all times ensure that his operations do not endanger any member of the public, or any municipal staff working on, or visiting the site.

The Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing. The Contractor shall maintain barricades and/or fencing for the duration of the Contract.

#### **C3.5.2.3 Barricades and lighting**

The construction site must be secure and it is the responsibility of the Contractor to ensure the safety of his staff and all staff working on or visitors to the site in accordance with the Occupation Health and Safety Act No. 85 of 1993, Construction Regulations 2014, Site Specific Health and Safety Specification and Site Specific Baseline Risk Assessment (refer to Annexure C and D).

#### **C3.5.2.4 Traffic control on roads**

The Contractor has to erect and maintain road signs for the duration of the contract to warn both public and motorists about construction activities taking place.

If the Employer's Agent deems the road where the Contractor is working busy, the Contractor shall provide an alternative route for both public and motorists.

### **C3.5.2.5 Measures against disease and epidemics**

The Contractor has to take cognisance of the prevalence of STD's, TB and waterborne diseases. The Contractor must ensure the safety of his workers and surrounding community against the spread of these diseases.

Refer to the Occupational Health and Safety Act no. 85 of 1993 and Construction Regulations 2014 for sanitary and hygiene requirements.

Where applicable (e.g. such as work being conducted at Wastewater Treatment Works hepatitis A and B vaccinations are required) the contractor shall ensure that all employees (permanent and temporary) receive the necessary vaccinations required.

### **C3.5.2.6 Aids awareness**

The following are the minimum requirements to be provided by the Contractor:

- Monthly talks on HIV and AIDS
- Provision of condoms
- Voluntary counselling and testing (VCT's)
- Company policy on HIV/AIDS.

**KNYSNA MUNICIPALITY**

**TENDER NO. T 03 OF 2021/22**

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5 (RHEENENDAL)**

**THE CONTRACT**  
**PART C4 (OF 4): SITE INFORMATION**

|             |                                   |              |
|-------------|-----------------------------------|--------------|
| <b>C4.1</b> | <b>Scope</b>                      | <b>Green</b> |
| <b>C4.2</b> | <b>Geotechnical Investigation</b> | <b>Green</b> |
| <b>C4.3</b> | <b>Existing Works</b>             | <b>Green</b> |

## C4: SITE INFORMATION

### C4.1 SCOPE

As stated in C3.1.2, the site is in Karatara and Rheenendal located within the greater Knysna municipal area.

i. Karatara

Karatara is a community located in ward 2. It is located to the north-west side of Knysna and north of Sedgefield. Bosbou road is an existing 5.5 meters wide gravel road. The full length of the road is approximately 1000 meters and divided into 2 equal sections. This project is for the upgrade of phase two, approximately 500 meters long. Refer DWG 8040/001/RLS/001, 002, 003 & 004.

ii. Rheenendal

Rheenendal is a small low-income community located in Ward 5. It is located to the north-west of Knysna. Watson street is the existing gravel road to be upgraded, it is approximately 340 meters in length. It has numerous adjoining streets. Refer DWG 8040/001/RLS/201 & 202.

iii. Surface type per road:

- Bosbou Road 25mm asphalt surfacing
- Watson Street 60mm block pavers

An engineering survey of the site was undertaken by VPM Geomatics based in Knysna.

### C4.2 GEOTECHNICAL INVESTIGATION

A geotechnical investigation of the site was undertaken by Tosca Lab from their Port Elizabeth laboratory.

Refer Annexure B for the profiles of test pits excavated and results of tests on materials sampled.

### C4.3 EXISTING SERVICES

Existing services, as far as they are known, and as informed by the engineering survey and observations on site, are indicated on the drawings prepared by the Employer's Agent.

**KNYSNA MUNICIPALITY**

**TENDER NO. T03 OF 2020/21**

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5 (RHEENENDAL)**

**ANNEXURES**  
**PART C5**

|          |                                                                                                            |
|----------|------------------------------------------------------------------------------------------------------------|
| <b>A</b> | <b>Locality plan</b>                                                                                       |
| <b>B</b> | <b>Geotechnical Report (on CD)</b>                                                                         |
| <b>C</b> | <b>Site Specific Basic Risk Assessment &amp;<br/>Site Specific Health and Safety Specification (on CD)</b> |
| <b>D</b> | <b>Expanded Public Works Programme (EPWP) Reporting Template (on CD)</b>                                   |
| <b>E</b> | <b>Reduced-scale tender drawings (on CD)</b>                                                               |

**KNYSNA MUNICIPALITY**

**TENDER NO. T03 OF 2020/21**

**SURFACING OF GRAVEL ROADS IN WARD 2 (KARATARA) & WARD 5 (RHEENENDAL)**

**ANNEXURE A: LOCALITY PLAN**