



BID DOCUMENT

BID NUMBER: MLM/W12/R&SW/P1/2024-25

IMPLEMENTATION OF INTERNAL ROADS AND STORMWATER IN WARD 12

(MATHIBESTAD)

A Tender for Category 5CE or higher CIDB Registered Contractors

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Postal Address of Tenderer:	
Contact Person:	
Tel. No.:	
CIDB CRS Number(s):	
CSD number(s):	MAAA
This tender closes at 12:00 on Thursday, 11 July 2024 at the Municipal Hall, in offices of the Moretele Local Municipality located at 4065 B, Mathibestad, Makapanstad 0404 NO LATE SUBMISSIONS WILL BE CONSIDERED	

Prepared For: Moretele Local Municipality 4065 B, Mathibestad Private Bag X367 MAKAPANSTAD 0404 Contact Name: Mr P Molautsi or Ms M Phenya Telephone: (012) 716 1347 or (012) 716 1414	Prepared by: Calibre Consulting Engineers (SA) (Pty) Ltd P O Box 1487 BRONKHORSTSPRUIT City of Tshwane 1020 Contact Name: N.M Nkosi, PrTechEng Telephone: 082 285 6791		
	<table border="1"><tr><td>In compliance with the Preferential Procurement Regulations, 2022 published in Government Gazette No. 47452 of 04 November 2022</td><td>In compliance with the CIDB standards for uniformity</td></tr></table>	In compliance with the Preferential Procurement Regulations, 2022 published in Government Gazette No. 47452 of 04 November 2022	In compliance with the CIDB standards for uniformity
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EXPANDED PUBLIC WORKS PROGRAMME

MORETELE LOCAL MUNICIPALITY

Tender No. MLM/W12/R&SW/P1/24-25

For

**THE IMPLEMENTATION OF INTERNAL ROADS AND STORMWATER IN WARD 12
(MATHIBESTAD)**

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Section Number and Heading

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The Tender

Part T1: Tendering Procedures

T1.1	Tender Notice and Invitation to Tender	White
T1.2	Tender Data	Pink

Part T2: Returnable Documents

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

The Contract

Part C1: Agreements and Contract Data

C1.1	Form of Offer and Acceptance	White
C1.2	Contract Data	Pink
C1.3	Form of Guarantee	White
C1.4	Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993	White
C1.5	Retention Money Guarantee	White
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Part C2: Pricing Data

C2.1	Pricing Instructions	Yellow
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Part C3: Scope of Work

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Part C4: Site Information

C4.1	Locality Plan	Green
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Tender Drawings


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T1: TENDERING PROCEDURES

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MORETELE LOCAL MUNICIPALITY

MUNICIPAL OFFICES
4065B
Mathibestad
Tel: (012) 716 1300
FAX (012) 716 9999



Private Bag X367
Makapanstad
0404

TENDER NOTICE AND INVITATION TO TENDER

Tender No. MLM/W12/R&SW/P1/24-25

For

**THE IMPLEMENTATION OF INTERNAL ROADS AND STORMWATER IN WARD 12
(MATHIBESTAD)**


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Bid documents with detailed bid specifications and detailed information are obtainable at the **Revenue office of Moretele Local Municipality, 4065 B Mathibestad (please check dates as per project)** at 08:00 – 16:00. A non-refundable deposit as per tender above payable at the bank as per the following details:

Account Name: Moretele Local Municipality
Bank: ABSA
Cheque account No: 405 331 7014
Branch code: 632005
Ref: Company Name..... BID Number

NB: No cash will be accepted only proof of payment or Debit cards will be accepted.

Sealed Bids clearly marked "**BID No AND PROJECT NAME (as per the table above)**" must be placed in the Bid box situated at the offices of **MORETELE LOCAL MUNICIPALITY, 4065 B MATHIBESTAD**. Compulsory briefing will be done as per the project indicated on the table.

No late BIDs will be accepted.

Moretele Local Municipality reserves the right to accept the whole or part of any bid and further reserves the right to re-advertise if it so wishes to. No reason for the acceptance or rejection of any bid will be given.

Bids will be adjudicated according to the Moretele Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and the Preferential Procurement Regulations 2022 of Specific Goals. Bids will remain valid for 90 days.

Enquiries may be directed to: Ms P Molautsi (012) 716 1309, Mrs M Phenya Tel : (012) 716 1414



Mr S. Ngwenya
MUNICIPAL MANAGER

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

The following variations, amendments, and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

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Clause Number	Data / Wording
This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."	
C1.1	The Employer is the Moretele Local Municipality
C.1.2	(a) The Tender Documents consist of the following: PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.5 Retention Money Guarantee C1.6 Transfer of Rights PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Schedule of Quantities PART C3: SCOPE OF WORKS C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications PART C4: SITE INFORMATION C4.1 Locality Plan C4.2 Example of Contract Signboard Details (b) Drawings


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	(c) 'General Conditions of Contract for Construction Works, Third Edition, 2015' issued by the South African Institution of Civil Engineering (abbreviated title 'General Conditions of Contract 2015' – 'GCC 2015'). This document is obtainable separately and Tenderers shall obtain their own copy. (d) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition'. This document is obtainable separately and Tenderers shall obtain their own copy. (e) 'The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)'. These documents are obtainable separately and Tenderers shall obtain their own copies. (f) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 423 of 2019 as amended. In addition, Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations, and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.
C.1.4	The Employer's agent for the purpose of this tender is deemed to be the authorized and designated representative of the Employer: Name of the Firm: Calibre Consulting Engineers (SA)(Pty) Ltd Contact Person: Nicholas Manqoba Nkosi Tel: 082 285 6791 Fax: (086) 601 3091 E-mail: manqba.nkosi@calibreholdings.co.za
C.1.5	Cancellation and Re-Invitation of Tenders
C.1.5.1	An Employer 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 engineering and construction works specified in the invitation. b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
C.1.5.3	An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time
C.2	Tenderer's obligations


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Clause

Data / Wording Number	
This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."	
C.2.1	Eligibility Only those tenderers who satisfy the following criteria are eligible to submit tenders: a) CIDB registration

	Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, for a 5CE or higher class of construction work. Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires. Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower 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, as per amended notice no. 357 of 2019, are not eligible to have their tenders evaluated. Joint Ventures are eligible to submit tenders provided that: a) every member of the joint venture is registered with the CIDB; b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status, and c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019.
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C.2.1.1	Only those bidders who satisfy the following eligibility criteria are eligible to submit bids: - the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; - the Tenderer does not have the legal capacity to enter into the contract; - the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; - The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; - The Tenderer cannot demonstrate that he possesses the necessary
	professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
C.2.2	
C.2.2.1	The tenderer must be notified of all arithmetic errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of the rates / prices as corrected by the Employer's Agent without changing the tender amount / final offer.
C.2.2.2	Cost of Tender The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer or Employer's Agent for printing the documents
C.2.3	Check Documents Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.
C.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.
C.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.

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C.2.7	Seek Clarification The arrangements and venue for the compulsory Clarification Meeting are: Venue: Moretele Local Municipality, Municipal Hall, 4065 B, Mathibestad, 0404. Date: 27 June 2024 at 10:00 Hours Contact Person: Manqoba Nkosi Tel: (087) 702 1838/ 082 285 6791 Fax: (013) 004 0491 Email: manqoba.nkosi@calibreholdings.co.za
C.2.8	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.
C.2.9	Pricing the Tender Offer
C.2.9.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain fixed, final and binding for the full duration of this contract.
C.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 (refer to the standard condition of Tender).
C.2.12	Alternative Tender Offers No alternative tender offers will be considered
C.2.13	Submitting a tender offer
C.2.13.1	Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data
C.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.
C.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.
C.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.
C.2.13.5	Tender offers shall be submitted as original only. The 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. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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C.2.13.6	Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tender offer package is: Title to appear on envelope one (1): "BID NUMBER: MLM/W12/R&SW/P1/24-25 - IMPLEMENTATION OF INTERNAL ROADS AND STORMWATER IN WARD 12 (MATHIBESTAD)" This envelope must contain the returnable SCM Documentations, Relevant Annexures and Appendixes. This envelope must contain printed copies of all the pages in this document, duly completed and signed, inclusive of the pricing schedules (bill of quantities), which must be submitted in one envelope as detailed below. For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked and are easily identifiable by the company's logo or name. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of Tender Box: Moretele Local Municipality Physical Address: 4065 B, Mathibestad, Makapanstad 0404. Identification Details: Tender No. MLM/W12/R&SW/P1/24-25
C.2.13.7	Seal the original tender offer in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data. A two envelope system will not be followed .
C.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.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail and late tenders will be rejected by the Employer.

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C.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 nonresponsive .
C.2.15	Closing time The closing time for submission of Tender Offers is: 12:00 on Thursday, 11 July 2024 The Moretele Local Municipality is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.
C.2.16	The tender offer validity period is ninety (90) days from the closing time for the submission of tenders.
C.2.18.2	Over and above the information resources stipulated in the evaluation criteria, the Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labourintensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19 I	Inspections, tests, and analysis Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.20	Submit securities, bonds, and policies If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies, and certificates of insurance required in terms of the conditions of contract identified in the contract data.
C.2.23	The Tenderer is required to submit his/her tender with all documents and schedules listed under T2.1 and T2.2 The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.
C.2.24	Canvassing and obtaining of additional information by tenderers The Tenderer shall not 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. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.


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C.2.25	Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person - - who is in the service of the state; or - if that person is not a natural person, of which any director, manager, principal shareholder or - stakeholder is a person in the service of the state; or - a person who is an advisor or consultant contracted with the Municipality. In the service of the state means to be - - a member of:- - any municipal council; - any provincial legislature; or - the National Assembly or the National Council of Provinces; - a member of the board of directors of any municipal entity; - an official of any municipality or municipal entity; - an employee of any national or provincial department; - provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); - a member of the accounting authority of any national or provincial public entity; or - An employee of Parliament or a provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
C.3	The Employer's undertakings
C.3.1	Respond to requests from the tenderer The Employer will respond to requests for clarification received up to three (3) working days before the tender closing time
C.3.2	Issue Addenda Addenda will be issued until five (5) working days before the tender closing time.
C.3.5	The time and location for the opening of the tender offers are: Time: 12:00 on Thursday 11 July 2024. Location / Venue: Revenue Unit at the Finance Department of Moretele Local Municipality, 4065 B, Mathibestad, Makapanstad 0404
C.3.9	
C.3.9.1	Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3 for: - the gross misplacement of the decimal point in any unit rate; - omissions made in completing the pricing schedule or bills of quantities; or - arithmetic errors in line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.

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	The arithmetical errors shall be corrected in the following manner: - Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. - 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. - 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. The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above
C.3.11	Functionality, Price and Preference The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is
	fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 4 Stages/ Phases.
C.3.12	The procedure for the evaluation of responsive tenders is Functionality, Financial offer, Preference and Objective criteria) as explained in the CIDB's Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1). Breakdown points for Functionality points are outlined below. The procedure for the evaluation of responsive tenders is detailed as follows: Phase One: Responsiveness to the eligibility criteria, bid and mandatory requirements and rules. Tenderers that do not meet the compliance requirements stipulated above will be disqualified from further evaluation. Phase Two: Tenderers must meet the minimum requirements outlined in the functionality criteria and score at least the minimum functionality points to be considered for further evaluation. Tenderers which do not meet minimum functionality points of 70 will then be rejected. Phase Three: Bidders passing all stages above will thereafter be evaluated on PPPFA (80/20 or 90/10). Phase Four: Objective criteria and Risk analysis

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	PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES: Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration: 1. Tender Document (This Document must be submitted in its original format) 2. Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. 3. Tenderer must be registered with cidb in the correct grading and class of works as per the tender notice and requirements and the status on cidb must be active during award stage. It is the responsibility of the tenderer to keep the status on CIDB active throughout bidding process (i.e from advert till award stage). 4. Tenderer must be a legal entity or partnership or joint venture or consortia. 5. Form of offer and Acceptance (fully completed and signed) 6. MBD 4- Declaration of Interest (fully completed and signed) 7. MBD 5-Declaration for procurement above R10 million (all applicable taxes included) - (fully completed and signed) 8. MBD 8- Declaration of Bidder's past Supply Chain Management Practices. (Completed and signed) 9. MBD 9- Certificate of Independent Bid Determination. (Completed and signed) 10. Compulsory Enterprise Questionnaire (Completed and signed) 11. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered. 12. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV. CIDB regulations and prescripts apply. 13. Resolution to Sign (if applicable) must be completed and furnished with the tender.


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Witness 1


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Witness 1


Witness 2

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	14. Attendance of compulsory briefing meeting (where applicable) 15. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Tenderers are also not allowed to submit a bid/ quotation whilst they are in agreement with other tenderers in the form of joint ventures or consortiums. 16. Bidder (Company or director/partner or sole propriety) must attach proof of municipal rates on municipality letterhead which are not older than 90 days. If the statement of municipal rates is not in the name of the bidder, an affidavit from SAPS must be attached. or Letter of traditional authority not older than 90 days for the bidder. OR In case of a lease agreement, a signed lease agreement by both parties(lessor & lessee), an affidavit indicating that the bidder and/or the director does not have municipal account and that the municipal services, rates and taxes are paid by the property owner must be attached. The tenderer will be rejected if it has failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges (where they are applicable) are in arrears for more than three months. 17. If the tenderer is required by law to prepare annual financial statements for auditing, it must submit its audited annual financial statements— (aa) for the past three years; or (bb) since their establishment if established during the past three years. 18. A letter of intent from a registered financial institution showing full details as guarantor in the amount of 10% as specified for surety purposes must be submitted. Other Conditions of bid (Non eliminating, unless expressly mentioned in the document): 1. MBD 1 form 2. The bidder must be registered on the Central Supplier Database (CSD) prior to the award. 3. All tenderer's tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD. 4. The bidder must complete section 1.3.1.2 of the Preference Points Form to claim points on Specific goals. Non-completion of the schedule / form will result in a bidder losing preferential points. PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW: 1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set. 2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works. 3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9. 4. A Tender scoring an average score below 70 points in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation. 5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality,

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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	It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so. 6. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

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PHASE THREE: EVALUATION POINTS ON PRICE AND SPECIFIED GOALS

The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)*.

Criteria	Points
Points on Price	80
Specified Goals	20
Total	100

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:

(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 2 001 and up to Rand value of R 50 000 000 (all applicable taxes included):

The financial offer will be scored using the following formula:

$$A = (1 - \frac{P - P_m}{P_m})$$

The value of value of W_1 is:

- 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or
- 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.

The table below must be used to calculate the score out of 20 for Specified Goals

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution)	--	5	--	
Points for 51% Women's Equity	--	5	--	
Points for black person with Disability	--	2.5	--	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause	Data / Wording Number				
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	Points for 51% owned Youth firm	--	5	--	
	Points for Locality (Contractors domiciled in the North West Province)	--	2.5	--	
	Form not completed or submitted	--	0	--	

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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	NOTE: The tenderer must submit a CSD number, CIPC documents indicating share ownership or directorship of the company or a comprehensive CSD report which must indicate the names of the owners, their gender, race, age, whether there is a person living with disability or not and the address of a company (first address on CSD), in order to claim the preferential procurement points. In the case of a Joint Venture, the first table on Paragraph 8 in the preference points claim form (Table 1) must be completed by all partners of the JV. The second table (Table 2) must be completed with information related to HDI ownership in the JV, the last column will then be used for purposes of claiming points above. PHASE FOUR: OBJECTIVE CRITERIA AND RISK ANALYSIS 1. The Employer reserves the right not to appoint the highest point scorer, when any of the objective criteria are taken into consideration: When the tenderer has any of the following: - It has been removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract. If it is a JV, any of the JV partners. - It has completed the project with the Employer after being put on penalties. - It has completed the project after having being issued with Health and Safety non compliances (such as Contravention notices, prohibition notices, fines, site closures); - It is litigating against the Employer on matters relating to tender processes and such processes have not been concluded by the courts of the country; - It must be noted that the financial health of the tenderer will be assessed, if deemed necessary, to ensure that the service provider will be able to operate as per required deliverable. It may be overlooked if the Employer is not satisfied that the tenderer will be able to deliver to the tenders of the contract; - The tenderer has unduly high or unduly low tendered rates in the tender offer. In this regard, a financial risk analysis has been performed to verify whether the costs are reasonable and balanced. - In terms of unduly high tendered amounts in the tender offer, negotiation process as outlined in Regulation 24 of the MFMA Regulations will apply. 2. This tender will be considered as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will increase the commercial risk of the tender and may lead to elimination or passing over of the tenderer. Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the Moretele Local Municipality estimate will be used as a guide to indicate financial risk.
C.3.11.9	All proposals will be evaluated in terms of functionality with a maximum of 100 functionality points. All proposals meeting minimum scores of 70 points will be

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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considered for the next final evaluation stage whereby proposals will be evaluated in terms of Price and Preference. The score for functionality will be calculated using the following formula: $W_Q = \frac{W_2 \times S_o}{M_s}$ Where: W₂ = is the percentage score given for quality and equals 100 S_o = is the maximum possible score for quality allocated to the submission under consideration M_s = is the maximum possible score for quality in respect to the submission The quality will comprise scores for the following based on criteria indicated in the respective tender returnable schedules:					
Evaluation Criteria		Scoring System		Maximum Score	Tenderer Score
1.	The tenderer shall attach evidence of implemented traceable projects. The experience of the Tenderer or joint venture partners in a consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work required for this project. 1. Tenderers to provide appointment letters, and 2. Correlating completion certificates 3. Signed and stamped reference letters on a template provided by Moretele Local Municipality. Refer to “Form G” in T2.2. 4. Complete project experience. Refer to “Form F” in T2.2. Note: Completed reference forms shall be verified with the employer/client. Failure to submit the signed and stamped reference letter will result in forfeiture of all points for that particular project.				
1.1	Company/ Entity's work experience in Roads & Stormwater related projects	Similar Tender Experience	40	40%	
6 Roads & Stormwater with a value of 5 million or more [5 points per Project]		40			
5 Roads & Stormwater with a value of 5 million or more [5 points per Project]		30			
4 Roads & Stormwater with a value of 5 million or more [5 points per Project]		20			
3 Roads & Stormwater with a value of 5 million or more [5 points per Project]		15			

Employer

Witness 1

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Contractor

Witness 1

Witness 2

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		2 Roads & Stormwater with a value of 5 million or more [4 points per Project]	10
		1 Roads & Stormwater with a value of 5 million or more [5 points per Project]	5
		No attachments	0


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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2.	Financial References (Demonstrate financial capacity to execute the projects, by attaching a letter from the bank with their rating)	2.1 Bank Rating	5	10%
		Bank rating of "A&B"	5	
		Bank rating of "C"	3	
		Bank rating of "D"	2	
		Bank rating of "E" & below	1	
		Bank Rating Letter not attached	0	
		2.2 Annual Financial Statement	5	
3.	Key Personnel Experience and qualification of Key Staff Note: Name/s of various employees occupying the positions below must be stated; certified copies (not older than 3 months) of qualifications must be attached in order to qualify for points.	3.1 Contract Manager	15	30%
		Project/Contract Manager has BSc/BTechEng in Civil Engineering and has 5 or more years of civil work experience	15	
		Project/Contract Manager has NDipEng in Civil Engineering and has 5 and 10 years of civil work experience	10	
		Neither of the above	0	
		3.2 Site Agent	10	
		Site Agent has NQF level 5, and has 5 or more years of civil works experience	10	
		Site Agent has NQF level 5, and has 4 or more years of civil works experience	5	
		3.3 Site Foreman	5	
		Site Foreman has NQF level 2, 3, 4, and has 5 or more years of civil work experience	5	
		Site Foreman has NQF level 2, 3, 4, and has 4 or less years of civil works experience	3	
		3.4 Occupational Health and Safety (OHS) Officer	5	
		OHS Officer registered with SACPCMP as CHSO, has Diploma or SAMTRAC or NQF level 5, and 5 or more years of civil work experience	5	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause	Data / Wording Number			
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		OHS Officer registered with SACPCMP as Candidate CHSO, has Diploma or SAMTRAC or NQF level 3,4, 5, and has 4 or less years of civil works experience.	3	

Evaluation Criteria		Scoring System		Maximum Score	Tenderer Score
4.	Availability of Plant and Equipment necessary for construction	Plant and Equipment	20	20%	
		Excavator, TLB, Water Tanker, Flat Trucks, 10T Roller [2.5 points each]	10		
		Excavator, TLB, Water Tanker, Flat Trucks, 10T Roller [2.5 points each] Any three from the above list	7.5		
		Excavator, TLB, Water Tanker, Flat Trucks, 10T Roller [2.5 points each] Any two from the above list	5		
		Excavator, TLB, Water Tanker, Flat Trucks, 10T Roller [2.5 points each] Any one from the above list	2.5		
Note: 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 indicated above will be awarded at 50% of the stated points for any of the relevant items of plant or equipment hired. Points for hired plant will only be allocated if an original Letter of Intent is attached from a Plant Hire Company registered with the Contractors Plant Hire Association (CPHA). 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 unqualified and certified by a Registered Commissioner of Oaths. For the contractor who owns the plant proof of ownership need to be attach for the point to be allocated to the contractor.					
TOTAL EVALUATION POINTS SCORE FOR QUALITY, TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NONRESPONSIVE				100%	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause	Data / Wording Number		
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SPECIFIED GOALS ALLOCATION TABLE	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution)	5	
	Points for 51% Women's Equity	5	
	Points for black person with Disability	2.5	
	Points for 51% owned Youth firm	5	
	Points for Locality (Contractors domiciled in the North West Province)	2.5	
	Form not completed or submitted	0	
	TOTAL EVALUATION POINTS SCORE FOR SPECIFIC GOALS	20	
	C.3.13.1	The legal requirements for acceptance of the tender offer are:	

	a. Tender Defaulters Register - the Tenderer or any of its principals is <u>not</u> 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. b. Abuse of the SCM System - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract. c. Declaration - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State. d. Fraud and Corruption - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria: (i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; (ii) having acted in a fraudulent or corrupt manner in obtaining this Contract; (iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour; (iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; (v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.
--	--

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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C.3.18	The number of paper copies of the signed contract to be provided by the Employer is one (1).

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable 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.

T2.2 RETURNABLE SCHEDULES REQUIRED FOR TENDER RESPONSIVENESS AND FOR TENDER EVALUATION PURPOSES

A	Certificate of Attendance at Clarification Meeting	T23
B	Record of Addenda to Tender Documents	T24
C	Certificate of Authority (On Company Letterhead)	T25
D	Compulsory Enterprise Questionnaire	T30
E	Plant and Equipment	T31
F	Experience of Tenderer (Schedule of Work Satisfactorily Carried out by Tenderer)	T32
G	Evaluation Schedule: Experience on Previous Project References)	T33
H	Proposed Subcontractors	T39
I	Key Personnel (Schedule)	T40
J	Deviations and Qualifications	T42
K	Contractor's Health and Safety Declaration	T43
L	Tenderer's BEE Verification Certificate	T45
M	Schedule of Alternative Tenders	T46
N	Tender's Participation in Job Creation Using Local Labour	T47
O	Tenderer's Banking Details and Rating	T48
P	Municipal Account for The Business / Directors Not Owing for More Than 90 Days or Municipal Account from Private Provider or Statement of Account from Landlord with Valid Lease Agreement.	T49
Q	CIDB Registration Certificate	T50
R	Proof of Registration of Bidder and Certified ID Copies of Owners/Directors/Shareholders	T51
S	Compliant CSD Summary Report	T52
T	Letter of Good Standing with the Compensation for Occupational Injuries and Diseases	T53
U	MBD 4: Declaration of Interest	T54
V	MBD 5: Declaration for Procurement Above R10 Million (VAT Included)	T57
W	MBD 6.1 Preference Points Claim Form in Terms of The Preferential Procurement	T58
X	MBD 7.2: Contract Form – Rendering Services	T62
Y	MBD 8: Declaration of Bidder's Past Supply Chain Management Practices	T64
Z	MBD 9: Certificate of Independent Bid Determination	T66
AA	Preliminary Construction Programme (and Monthly Cashflow)	C72

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is not responsive.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

T2.3 SUMMARISED DOCUMENTS REQUIRED FOR TENDER RESPONSIVENESS (Mandatory)

1. Municipal account for the business and directors not in arrears for more than 90 days or municipal account from a private provider or statement of account from the landlord with the valid lease agreement.
2. Company registration certificate
3. Valid CIDB Registration confirmation
4. Completed and signed Form of Offer and Acceptance
5. Certified ID Copies of Owners/Directors/Shareholders
6. All pages signed, initialled, and completed.
7. Compliant CSD summary report
8. Authority for Signatory on company letterhead
9. Letter of Good Standing with the Compensation for Occupational Injuries and Diseases
10. Joint venture (JV) agreement if applicable
11. Compulsory Enterprise questionnaires (MBD Forms)
12. Compulsory briefing certificate
13. Letter of intent from a registered financial institution showing full details as guarantor in the amount of 10% as specified for surety purposes.

NB. Failure to adhere to the above conditions will lead to automatic disqualification.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

A. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (Tenderer)
of (address)
.....

.....
was represented by the person(s) named below at the compulsory clarification meeting held for all Tenderers **Moretele Local Municipality, 4065 B, Mathibestad, Makapanstad 0404. (Refer to the Clarification Meeting Venue Plan in Section T1.1)**

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

Particulars of the person attending the meeting:

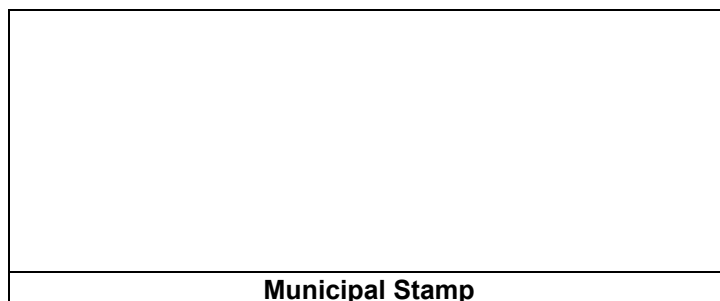
Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:



.....
Employer

.....
Witness 1

.....
Witness 2

.....
Contractor

.....
Witness 1

.....
Witness 2

B. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Please attach all Addenda to this page

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

C. CERTIFICATE OF AUTHORITY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE

The Tenderer must complete the relevant certificate/s set out hereafter or must provide a certificate authorising the signatory on behalf of the enterprise(s).

(I) CERTIFICATE FOR SOLE PROPRIETOR

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

Specimen Signature of Sole Owner:

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

I / We, the undersigned, being the key members in the business trading as.....
..... Hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with the tender for Contract No. and any contract resulting from it on our behalf.

Signatures of Members:

NAME	ADDRESS	SIGNATURE	DATE


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

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

Specimen Signature of Signatory:

Date:

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as

.....

hereby authorise Mr/Ms

acting in the capacity of, to sign all documents in connection with the tender for Contract No. and any contract resulting from it on

our behalf.

NAME	ADDRESS	SIGNATURE	DATE

--

Employer

--

Witness 1

--

Witness 2

--

Contractor

--

Witness 1

--

Witness 2

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

Specimen Signature of Signatory:

Date:

(IV) 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

....., was authorised to sign all documents in
connection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman:

Specimen Signature of Signatory:

Date:


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

(V) CERTIFICATE FOR JOINT VENTURE

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

Mr/Ms.....authorized signatory of the company,.....

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No MLM/W12/R&SW/P1/24-25

.....and any contract resulting from it, on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE NAME AND CAPACITY
Lead Partner		

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


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

D. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished:

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: CSD number:

Section 5: 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 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

- i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is 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; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Enterprise Name	
E. 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 if my / our tender is accepted.

(a) Details of major plant and equipment owned by me / us and immediately available for this contract:

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

Attach additional pages if more space is required

(b) Details of major plant and equipment that will be hired or acquired for this contract if my / our tender is accepted:

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

Attach additional pages if more space is required

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

DATE:

F. EXPERIENCE OF TENDERER

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

SIGNATURE:

DATE:

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

G. EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECT REFERENCES

FORM 1. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 1:

Type of Project, e.g.: (civil municipal infrastructure, i.e. roads, stormwater, water and sanitation, etc)

Name of Client:

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 2. EXPERIENCE ON PREVIOUS PURPOSES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 2:

Type of Project, e.g.: (civil municipal infrastructure, i.e. roads, stormwater, water and sanitation, etc)

Name of Client:

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 3. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 3:

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

FORM 4. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 4:

Type of Project, e.g.: (civil municipal infrastructure, i.e. roads, stormwater, water and sanitation, etc)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Client Signature:.....

Date:.....

FORM 5. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 5:

Type of Project, e.g.: (civil municipal infrastructure, i.e. roads, stormwater, water and sanitation, etc)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

.....

Client Contact Person: Telephone:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:.....

Date:.....

FORM 6. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 6:

Type of Project, e.g.: (civil municipal infrastructure, i.e. roads, stormwater, water and sanitation, etc)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:.....

Date:.....

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of or all of the subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Employer.

[illegible]

Witness 2

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

I. KEY PERSONNEL

The Tenderer must insert in the spaces provided below a list of the key personnel to be employed in the construction of the Works together with a resumé of their experience with particular reference to the construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key personnel to the next page.

DESIGNATION	NAMES	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED
Contract Manager. Proof of registration with BScEng or BTechEng, (Preferably a SACPCMP or PMP registered individual)				
Qualified Site Agent or Supervisor with a Valid Wireman Licence				
Qualified Foreman with a Trade Test Certificate				
Safety / SHEQ Officer. Proof of Safety Health and Environmental Qualification and SACPCMP registration				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

J. DEVIATIONS AND QUALIFICATIONS

Should the Tenderer wish to make any deviation from or any qualification to the Special Conditions of Contract, Specifications, Schedule of Quantities, or Drawings, or should he wish to qualify the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

SECTION	PAGE	DEVIATION OR QUALIFICATION, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER

 Employer	 Witness 1	 Witness 2	 Contractor	 Witness 1	 Witness 2
-------------------------	--------------------------	--------------------------	---------------------------	--------------------------	--------------------------

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

K. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is

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Employer

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Witness 1

--

Witness 2

--

Contractor

--

Witness 1

--

Witness 2

achieved, as detailed in 4(b) hereafter: *Yes / No

- (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: *Yes / No
(* = delete whatever is not applicable)

4. Details of resources I propose:

Note: Competent resources shall include safety personnel such as the construction manager, construction health and safety officer and construction supervisor as defined in Regulation 8, and competent persons as defined in the OHS Act 1993 Construction Regulations 2014, as applicable to this contract.

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

.....

- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

-
-
5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable, sufficiently documented and coherent site specific Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.
 6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Health and Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
 7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
 8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014 and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:

DATE:

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

L. TENDERER'S BEE VERIFICATION CERTIFICATE

Notes to tenderer:

1. The tenderer shall attach to this form a valid original or original certified copy of the BBBEE verification certificate issued by SANAS in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 subject to such certificate having been issued before 17 February 2016, alternatively submit 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. A Sworn Affidavit signed and stamped by commissioner of oath
3. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be attached.
4. The attached verification certificate and the associated assessment report 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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- 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) or Independent Regulatory Board of Auditors (IRBA) 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
 - p. 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. Failure to abide by this requirement will result in such tenderer scoring zero preference.

M. SCHEDULE OF ALTERNATIVE TENDERS

An alternative offer or design will be considered only if the tender for the original items has been fully priced and completed.

Such alternative offers shall be described, measured and priced in sufficient detail to enable the Employer to evaluate the alternative. The Tenderer shall set out the proposal clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

SECTION	PAGE	ALTERNATIVE OFFER, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SIGNATURE:

DATE:

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

N. TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour, recruited through a process as agreed with Moretele Local Municipality Project Manager, from within the local community in the vicinity of the project.

The creation of one job shall mean the employment, for any period of time, of one unskilled labourer from the local community who is a South African Citizen with his/her own unique South African identity document. Proof of citizenship may be audited during the contract period.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out by Government. Requirements of the Expanded Public Works Programme (EPWP) of the project specifications.

The minimum number of jobs to be created using local unskilled labour shall be as set out in the table below.

In order for an offer to be considered responsive, the Tenderer shall complete the table below by indicating the minimum number of jobs that he/she intends to create in terms of job creation participation during the contract period, and this number shall not be less than the minimum stated in the table.

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled labour recruited from the local community:

Labour category	Minimum number of jobs to be created	Tenderer's number of jobs to be created
Unskilled labour	10	

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

Name:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

O. TENDERER'S BANKING DETAILS

The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter shall include the information requested in (a) to (e) below, and shall in addition state the credit rating that the bank accords the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of subclause F.3.8 of the Conditions of Tender.

In addition to attaching the aforementioned letter from the bank, the tenderer shall also on this Form complete the banking details required in (a) to (e) below.

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

BANK NAME:	
ACCOUNT NAME: (e.g. ABC Civil Construction cc)	
ACCOUNT TYPE: (e.g. Savings, Cheque etc)	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ACCOUNT NO:											
ADDRESS OF BANK:											
BANK CONTACT PERSON:											
TEL. NO. OF BANK / CONTACT:											
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-24 months</td> <td></td> </tr> <tr> <td>More than 24 months</td> <td></td> </tr> </table>	0-6 months		7-12 months		13-24 months		More than 24 months		(Tick which is appropriate)	
0-6 months											
7-12 months											
13-24 months											
More than 24 months											

SIGNATURE:

DATE:

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

P. MUNICIPAL ACCOUNT FOR THE BUSINESS AND DIRECTOR (S) NOT OWING FOR MORE THAN 90 DAYS OR MUNICIPAL ACCOUNT OF FROM PRIVATE PROVIDER OR STATEMENT OF ACCOUNT FROM THE LANDLORDS WITH VALID LEASE AGREEMENT

Submit the following:

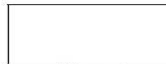
1. Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted/ statement of account from the landlords with a valid lease agreement.
2. Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted/ statement of account from the landlords with a valid lease agreement.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

Q. CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration. In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture. The cidb Joint Venture Calculator must be used to determine the grading of a Joint Venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Expiry Date:


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

R. PROOF OF REGISTRATION OF THE BIDDER

- Natural persons - certified copy of ID document/ passport
- Partnership - a copy of Partnership Agreement plus IDs of all partners
- Company- certified CM29
- Company - certified CM29 and certified copy of ID document/ passport
- Close Corporation- Certified copy of CK1 and/or CK2C and certified copy of ID document/ passport
- Trust- letter of appointment from the Master of the High Court of SA and deed of trust
- JV/Consortium- JV/Consortium Agreement plus CIPC and/or certified copies of ID documents of all JV/Consortium partners

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

S. CSD SUMMARY REPORT

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Central Supplier Database Supplier Number:

- Affix Proof of the National Treasury Central Supplier Database to this page
- (Full CSD required, not summary)


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

T. LETTER OF GOOD STANDING WITH THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in the Moretele Local Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).
3. The Nature of Business in the COIDA Letter of Good Standing should be relevant to civil construction works.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

U. MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....
.....

3.10 Do you have any relationship (family, friend, other) with persons
in the service of the state and who may be involved with
the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.
.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between
any other bidder and any persons in the service of the state who
may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars
.....
.....

3.

3.12 Are any of the company's directors, trustees, managers, principle shareholders or
stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.
.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees,
managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.
.....
.....

3.14 Do you or any of the directors, trustees, managers,
principle shareholders, or stakeholders of this company
have any interest in any other related companies or
business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:
.....
.....


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Name of Bidder

.....
Capacity of Signatory


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

V. MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

YES/NO

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

.....
.....

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

YES / NO

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

- 2.2 If yes, provider particulars.

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

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

YES / NO

- 3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES / NO

- 4.1 If yes, furnish the particulars

.....
.....


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

SIGNATURE:

DATE:

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

W. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80(1 - \frac{Pt - Pmin}{Pmax - Pmin}) \quad \text{or} \quad Ps = 90(1 - \frac{Pt - Pmin}{Pmax - Pmin})$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution)	--	5	--	
Points for 51% Women's Equity	--	5	--	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Points for black person with Disability	--	2.5	--	
Points for 51% owned Youth firm	--	5	--	
Points for Locality (Contractors domiciled in the North West Province)	--	2.5	--	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

X. MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to **Moretele Local Municipality** in accordance with the requirements and task directives/proposals specifications stipulated in **Bid Number MLM/W12/R&SW/P1/24-25** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as

accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.


Employer


Witness 1


Witness 2


Contractor


Witness 1

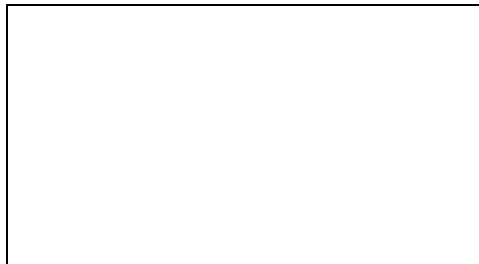

Witness 2

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:

Y. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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



Employer



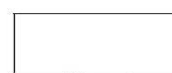
Witness 1



Witness 2



Contractor



Witness 1



Witness 2

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

4.7.1	If so, furnish particulars:
-------	-----------------------------

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Z. MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

-
- b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying tender:

MLM/W12/R&SW/P1/24-25
IMPLEMENTATION OF INTERNAL ROADS AND STORMWATER IN WARD 12 (MATHIBESTAD)

.....
(Tender Number and Description)

in response to the invitation for the tender made by:

Moretele Local Municipality

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

I certify, on behalf of: that:
(Name of Tenderer)

I have read and I understand the contents of this Certificate;
I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of and to sign the tender, on behalf of the tenderer.

For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:

- (a) has been requested to submit a tender in response to this tender invitation;
- (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.

The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.

In particular, without limiting the generality of the preceding paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: (a) prices;

- (b) geographical area where the products or services will be rendered (market allocation);
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not submit a tender;
- (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
- (f) tendering with the intention not to win the tender.

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 tender invitation relates.

The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening and of the awarding of the contract.

.....
Employer

.....
Witness 1

.....
Witness 2

.....
Contractor

.....
Witness 1

.....
Witness 2

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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 such tenderers may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Full name of Signatory

.....
Capacity of Signatory


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA C3: SCOPE OF WORK C4: SITE INFORMATION

EmployerWitness 1Witness 2ContractorWitness 1Witness 2

C1
CONTRACT

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C1.1: FORM OF OFFER AND ACCEPTANCE	C3	Yellow
C1.2: CONTRACT DATA	C8	Yellow
C1.2.1: CONDITIONS OF CONTRACT	C9	Yellow
C1.2.2: PART A: DATA PROVIDED BY THE EMPLOYER	C11	Yellow
PART B: DATA PROVIDED BY THE CONTRACTOR	C19	Yellow

C1.3: PERFORMANCE GUARANTEE	C21	White
C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993	C24	White
C1.5: RETENTION MONEY GUARANTEE	C26	White
C1.6: TRANSFER OF RIGHTS	C28	White
C2: PRICING DATA		
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C3: SCOPE OF WORK		
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C3.3: PARTICULAR SPECIFICATIONS	C121	Blue
C4: SITE INFORMATION		
C4.1: LOCALITY PLAN	C135	Green
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Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

C2

C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

Tender No. MLM/W12/R&SW/P1/24-25: IMPLEMENTATION OF INTERNAL ROADS AND STORMWATER IN WARD 12 (MATHIBESTAD)

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

By the representative of the Tenderer, deemed to be duly authorised, 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:

Amount in Words.....
.....
.....

R..... (in figures)

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

Signature: (of person authorised to sign the tender):

Name: (of signatory in capitals):

Capacity: (of Signatory):

Name of Tenderer: (organisation):

Address:
.....

Telephone number: Fax number:

Witness:

Signature:

Name: (in capitals):

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

B. ACCEPTANCE

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

The terms of the contract are contained in

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

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Tenderer shall deliver the Guarantee in terms of Clause 6.2.1 of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature:

Name: *(in capitals)*

Capacity:

Name of Employer *(organisation)*

Address:

.....

Witness: Signature: **Name:**

Date:

C. SCHEDULE OF DEVIATIONS

C4

--

Employer

--

Witness 1

--

Witness 2

--

Contractor

--

Witness 1

--

Witness 2

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

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.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject:**
Details:
.....
2. **Subject:**
Details:
.....
3. **Subject:**
Details:
.....
4. **Subject:**
Details:
.....
5. **Subject:**
Details:
.....
6. **Subject:**
Details:
.....

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

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

D. FOR THE TENDERER:

C5


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

Signature:

Name:

Capacity:

Tenderer: (Name and address of organisation)

.....

Witness:

Signature:

Name: **Date:**

.....

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Employer: (Name and address of organisation)

.....

Witness:

Signature:

Name: **Date:**

.....

E. CONFIRMATION OF RECEIPT

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

the (day)

of (month)

20..... (year)

C6


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

at (place)

FOR THE CONTRACTOR:

Signature:

Name:

Capacity:

SIGNATURE AND NAME OF WITNESS:

Signature:

Name:

C7


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works, Third Edition, 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "GCC 2015").

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

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

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

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

C1.2.1.2.2 AMENDMENTS TO THE GCC 2015

SCC 1.1 Definitions

Add the following to the end of subclause 1.1:

"1.1.1.35 "Target Enterprise" means an enterprise as defined in Part E: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of works."

SCC 4.1.1 Extent of Contractor's obligations

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

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


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

SCC 6.8.2 Application of Contract Price Adjustment Factor

Add the following to the end of subclause 6.8.2:

“Referring to the “CONTRACT PRICE ADJUSTMENT SCHEDULE” on page 72 of the GCC 2015, delete the four consecutive paragraphs describing the symbols “L”, “P”, “M” and “F” respectively, and replace them with the following:

“L” is the “Labour Index” and shall be the Consumer Price Index for the province and applicable area as stated in the Contract Data, and as published in Table 14 of the “Additional tables” of the Statistical release P0141 of Statistics South Africa.

“P” is the “Plant Index” and shall be the Producer Price Index for “Civil engineering plant” as published in Table 4 of the Statistical release P0151 of Statistics South Africa.

“M” is the “Materials Index” and shall be the Producer Price Index for the “Building and construction - Civil engineering” industry as published in Table 3 of the Statistical release P0151 of Statistics South Africa. “F” is the “Fuel Index” and shall be the Producer Price Index for “Diesel fuel - Coast and Witwatersrand” as published in Table 4 of the Statistical release P0151 of Statistics South Africa.”

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C1.2.2: CONTRACT DATA (Applicable to this contract)

PART A: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document but are available at the Contractor's expense. Each party to the contract shall purchase its own copy of the GCC 2015, available from South African Institution of Civil Engineering

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Halfway House, 1685
South Africa
Tel: 27(0) 11 805 5947 /48 /53

Each item of data below is cross-referenced to the clause in the conditions of the contract to which it applies.

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

CONTRACT SPECIFIC DATA

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

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
1.	GENERAL
	<i>Replace the contents of Clause 1.1.1.5 with the following:</i>
Clause 1.1.1.5:	The "Commencement Date" means the date on which the contractor receives written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
Clause 1.1.1.13:	The Defects Liability Period for the Works shall be 365 days.
	<i>Add the following to the end of this definition:</i>
Clause 1.1.1.14:	This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	The time for achieving Practical Completion is <u>Six (6) months</u> from the Commencement date, including non-working days, and special non-working days.
Clause 1.1.1.15:	Name of Employer: Moretele Local Municipality is represented by: The Municipal Manager
Clause 1.1.1.16:	Employer's Agent means any Director, Associate or Professional Engineer/

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	Technologist appointed generally or specifically by the management of the Employer to fulfil the functions of the Employer's Agent in terms of the Conditions of the Contract. Name of Employer's Agent: Nicholas Manqoba Nkosi, PrTechEng, PMP® of Calibre Consulting Engineers (SA) (Pty) Ltd
Clause 1.2.1.2:	Address of Employer's Agent: 61 Catfish Lane Bronkhorstspuit City of Tshwane 1020
Clause 1.1.1.26	The Pricing Strategy is Re-measurement Contract
Clause 1.2.1 ;	<i>Add the following to the clause:</i> 1.2.1.3 Sent by facsimile, electronic, or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.
Clause 1.2.1.2:	The address of the Employer is: Moretele Local Municipality 4065 B, Mathibestad, Makapanstad 0404 Private Bag X 367 Makapanstad 0404

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause 1.3.6:	<i>Add the following new Clause:</i> The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.
Clause 3.1.3:	The Engineer (Employer's Agent) is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties: 3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions. 3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.
4. Clause 4.1.1 as modified by SCC 4.1.1	CONTRACTOR'S GENERAL OBLIGATIONS The penalty for failing to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprise in terms of Part E: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, is 10% of the monetary value by which the achieved monetary value falls short of the target monetary value.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	<i>Add the following to the clause:</i> The Contractor shall provide the following to the Engineer (Employer's Agent) for retention by the Employer or his assignee in respect of all works designed by the Contractor: 4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer/ Technologist confirming that all such works have been designed in accordance with the appropriate codes of practice. 4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s). 4.1.2.3 design calculations should the Employer's Agent request a copy thereof. 4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer/ technologist), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto. 4.1.2.5 "As-Built" drawings in dwg, dgn or dxf electronic format after completion of the Works.
Clause 4.1.2:	The Contractor shall be responsible for the design of the Temporary Works.
	<i>Add the following new clause:</i> The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
Clause 4.3.3:	
	<i>Add the following new clause:</i> Contractor's liability as mandatory Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations,
Clause 4.3.4:	

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	2003, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

Clause 4.3.5:	<i>Add the following new clause:</i> Contractor to notify Employer The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
Clause 4.3.6:	<i>Add the following new clause:</i> Contractor's Designer The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.
Clause 4.3.7:	<i>Add the following new clause:</i> The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour as amended, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.
Clause 4.10.3:	<i>Add the following new clause:</i> The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
Clause 5.3.1:	<i>Add the following:</i> The Contractor shall commence executing the Works within 28 days of the Commencement Date. The documents required before commencement with Works execution are: • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • A detailed cash flow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. Contractor's Responsibilities in Part E of C3.3 Particular Specifications in the project specifications).

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause 5.3.2:	<i>Add the following:</i> The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.
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REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 5.4.2:	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.
Clause 5.6.1:	<i>Add the following to the clause:</i> In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and subphases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.
Clause 5.7.1:	<i>Delete the last paragraph of the clause and replace with the following:</i> No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.
Clause 5.8.1	The non-working days are Sundays. The special non-working days are the construction industry year-end break and the following statutory public holidays as declared by National Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill. The construction industry year-end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.
Clause 5.12.3:	<i>Delete the contents of the clause and insert the following:</i> If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional timerelated General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause 5.13:	<i>Delete the contents of the clause and insert the following:</i> 5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion. The penalty for failing to complete the Works is 0,05% of the total Tender Sum per day, up to a maximum limit of twenty-five thousand rand per day. 5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been: 5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or 5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);
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REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	then the appropriate penalty for delay referred to in Clause 5.13.1 above shall be reduced by the amount which is determined by the Employer's Agent to be appropriate under the circumstances. 5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract. 5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor. 5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent of the Employer to act in terms of Clause 9.2.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause 5.13.4:	<i>Add the following new Clause:</i> If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract: • fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or • utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or • utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract. then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance. The penalty for non-compliance is: 15% of the value of Works specified. The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.
Clause 5.16.3:	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1
Clause 6.1.1:	<i>Add the following to the clause:</i> Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any nonpayment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.
Clause 6.2.1:	<i>Add the following to this Clause:</i> The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) which is included in Part C1.3 of this document. This approval or otherwise shall be based upon legal opinion to be provided by the Employer's Agent.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause 6.8.2:	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The values of the coefficients for calculating the Contract Price Adjustment Factor are: • a = 0.20 • c = 0.35 • d = 0.10 • b = 0.35 The "Consumer Price Index" will be as for the province of <u>North West</u> for the area of <u>Moretele Local Municipality</u>. The base month is the month prior to the month in which the closing date for the tender falls.
Clause 6.8.3:	Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".
Clause 6.8.4:	In line 8 delete the words "between the Employer and the Contractor".
Clause 10.1.5:	The percentage advance on materials not yet built into the Permanent Works is 80%. The percentage advance on plant not yet supplied to site is 0%.
Clause 6.10.3:	The percentage retention on the amounts due to the Contractor is 10%. The limit of retention money is 5% of the first One Million Rand plus 1.6% of the remaining amount of the tender offer excluding contract price adjustment, contingencies and VAT. A Retention Money Guarantee is permitted.
Clause 6.10.4:	In line 4 delete the word "said" and insert the word "correct".
Clause 6.10.9:	<i>Replace the first sentence of the clause with the following:</i> Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer (Employer's Agent) a final statement claiming final statement of all moneys due to him for additional work ordered by the Employer's Agent after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 58, and not yet resolved) plus the remainder of retention monies (subject to Clause 49.5.1) retained by the Employer.
Clause 8.6.1.2:	The value of materials supplied by the Employer to be included in the insurance sum is <u>nil</u> . Special Risks Insurance issued by SASRIA is required.
Clause 8.6.1.3:	The limit of indemnity for liability insurance is R5 000 000 per event, the number of events being unlimited. Liability insurance shall include a spread of fire risk.
Clause 8.6.1.1.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <u>R100 000.00 (one hundred thousand Rands only)</u> .
Clause 6.11.1.3:	Delete "15 %" and replace it with "25%".
Clause 10.4.2, 10.7.1:	Failing Amicable Settlement, unresolved Disputes shall be referred to Arbitration.
E1003 Refer to Part C3: Scope of Works, section C3.3 Particular	CONTRACT PARTICIPATION Requirements in terms of the Reconstruction Development Programme. Target Values
REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Specifications, Part E: Small Contractor Development	In this contract, the minimum target value shall be as follows: • Labour Maximisation: 10% • ABE Support: 25% • HID Supervisory staff: 10% The penalties for not reaching the required target values will be calculated at 20% of the difference between the set target values and the actual target values achieved by the contractor at the completion of the works. No bonuses for achieving the set target values are applicable.
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Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

C1.2.2: CONTRACT DATA (Applicable to this contract)

PART B: DATA PROVIDED BY THE CONTRACTOR

The following contract-specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR
1.	GENERAL
Clause 1.1.1.9:	Name of the Contractor:
	
Clause 1.2.1.2:	The contractor's address for receipt of communication is:
	
	
	
	Telephone:
	eMail:
Clause 37.2.2.3	The percentage allowance to cover all charges for the contractor's and subcontractor's profits, timekeeping clerical work, insurance, establishment, superintendence and the use of hand tools is.....%
Clause 6.5.1.2.3	The percentage allowance on the net cost of materials actually used in the completed work is%
6.	PAYMENT AND RELATED MATTERS

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause 6.8.3:

The Tenderer shall complete Table 1 below with respect to each of the special materials listed. This information shall be used to calculate the variation in cost of the special materials.

The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price to be provided by the Tenderer is the ruling price on the first of the month prior to the month in which the closing date for the Tender falls.

Table 1

SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH
Bitumen (Engen)	each	
Bitumen (Shell/BP)	each	

* Indicate whether the material shall be delivered in bulk or in containers.

When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence.

Signed on behalf of Tenderer:

Clause 6.2.1:

The security to be provided by the Contractor shall be one of the following:

Type of security	Contractor's choice (Indicate "Yes" or "No")
Cash deposit of 10 % of the Contract Sum.	
Fixed Performance Guarantee of 10 % of the Contract Sum.	
Retention of 10% of the value of the Works.	
Cash deposit of 5% of the Contract Sum plus the retention of 5% of the value of the Works.	
Fixed Performance guarantee of 5% of the Contract Sum plus the retention of 5% of the value of the Works.	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.3: PERFORMANCE GUARANTEE

PRO FORMA

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:

"Engineer" means:

"Works" means:

"Site" means:

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

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

"Expiry Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

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


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between MORETELE LOCAL MUNICIPALITY represented by The Municipal Manager

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


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

.....
..... in his capacity as:
..... AND:
.....
(hereinafter called the CONTRACTOR) of the other part, herein represented by
.....
in his capacity as:
duly authorised to sign on behalf of the Contractor.

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

Tender No. MLM/W12/R&SW/P1/24-25: IMPLEMENTATION OF INTERNAL ROADS AND STORMWATER IN WARD 12 (MATHIBESTAD)

for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.5: RETENTION MONEY GUARANTEE

PRO FORMA

RETENTION MONEY GUARANTEE

The Municipal Manager
Moretele Local Municipality
Private Bag X 367
Makapanstad
0404

Tender No. _____ FOR _____

ISSUED TO: the **Moretele Local Municipality**, represented by **The Municipal Manager** (Hereinafter referred to as "the Employer")

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ON BEHALF OF: (Hereinafter referred to as "the Contractor")

In connection with

Tender No. (Hereinafter referred to as "the Contract")

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

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

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

.....
or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.

2. The Engineer's certificate referred to in Clause 1 shall certify

- (a) that he is the Engineer in office as such in terms of the Contract,
- (b) that the Contractor is in breach of his obligations under the Contract, and
- (c) that the amount demanded, which amount the certificate shall specify,

- (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and

- (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at 172 Burger Street, Pietermaritzburg or at such other address as the Employer shall in writing notify us.
4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
5. Our aggregate liability under this guarantee is limited to R
6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

At for and on behalf of

on this day of

Signature:

Capacity:

Address:

As Witnesses:

1. Name in Block Letters ...

2. Name in Block Letters

C1.6: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY

(To be completed during construction by successful Tenderer only)

Claim for materials on site, Payment Certificate No. Date:

Tender No: For (contract title)

.....

I, the undersigned (name of signatory) in my capacity as

..... of (name of Contractor)

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer)

Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.

DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE	AMOUNT	SUPPLIER
TOTAL VALUE OF MATERIALS AND GOODS					

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

Witnessed by: **Date:**

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


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) published by the South African Institution of Civil Engineering (SAICE).

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the COLTO Standard Specifications (1998 edition) and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Schedule of Quantities refer to the corresponding item numbers in the COLTO Standard Specifications (1998 edition). Item numbers prefixed by the letter B refer to items of payment described in Part B Amendments to the Standard Specifications.

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

Unit: The unit of measurement for each item of work as defined in the specifications.

Quantity: The number of units of work for each item.

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

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Schedule of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the COLTO Standard Specifications subclause 1209(a), the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, will be treated as arithmetical errors.

5. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. The rates and lump sums shall be comprehensive in accordance with subclause 1209(b) of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition).

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. The provisions of subclause 1209(f) of the COLTO Standard Specifications shall apply in rate only items. "Rate Only" items have been included where:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2
--	---	---	--	---	---

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be discounted.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

7. INTERIM PAYMENTS

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Attention is directed to the provisions of Clause 1220 of the Standard Specifications regarding the measurement of quantities for payment. Except where specified otherwise than in Clause 1220, the nett measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

8. UNITS OF MEASUREMENT

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities:

mm	= millimetre	m ³ -km	= cubic metre-kilometre	Prov sum	= provisional sum
m	= metre	l	= litre	kPa	= kilopascal
km	= kilometre	kl	= kilolitre	MPa	= megapascal
km-pass	= kilometre-pass	kg	= kilogram	MN	= meganewton
m ²	= square metre	t	= ton (1 000 kg)	t-km	= ton-kilometre
m ² -pass	= square metre-pass	No	= number	h	= hour
ha	= hectare	%	= percent	dia	= diameter
m ³	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
kW	= kilowatt	MN-m	= meganewton-metre		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

9. CONSISTENCY OF RATES

In order to ensure that payments certified by the Engineer are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of Quantities are required to be in balance.

A tender will be considered out of balance if:

- (i) the combined, extended total tendered for the item:

B13.01 The contractor's general obligations:

- (a) Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

exceeds a maximum of 15% of the Tender Offer (excluding contingencies, escalation and VAT).

- (ii) the rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest departmental estimates.

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

C2.2. SCHEDULE OF QUANTITIES

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Employer

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Witness 2

Contractor

Witness 1

Witness 2

Tender No. MLM/W12/R&SW/P1/24-25: IMPLEMENTATION OF INTERNAL ROADS AND STORMWATER IN WARD 12 (MATHIBESTAD)

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
12.00	GENERAL REQUIREMENTS AND PROVISIONS						
B12.01	Excavation Excavating material within the following depth ranges below ground level for the exposing of/or searching for services a) 0m to 2m (i) Soft material (ii) Hard material b) Extra over item B12.01(a) for excavation by means of hand tools such as picks, crowbars and pneumatic tools or mechanical breakers in close vicinity of services where no machine excavation is permitted (i) Soft material (ii) Hard material	m³		100			
		m³		50			
		m³		100			
		m³		50			
B12.02	Backfilling of excavations made for locating, protecting, adjusting or shifting existing services.	m³		200			
	a) Using the excavated materials	m³		100			
	b) Using imported selected materials	m³		50			
	c) Extra over items B12.02 (a), and (b) for stabilizing with 3% Ordinary Portland Cement.	m³					
B12.03	Overhaul of excavated and backfilled materials hauled in excess of the 1,0km freehaul distance applicable to items	m³-km		700			

Witness 2

B12.04	B12.01 and B12.02 (excluding Portland Cement in the case of Stabilized backfill)						
	a) Allow a Provisional Sum for existing services to be relocated upon Engineers approval	Prov. Sum				50 000	00
	b) Handling costs and profit in respect of sub-item B12.04 (a) above	%		50 000			
Total Carried to Next Page							

SECTION 1200

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
B12.05	Community Liaison Officer and PSC allowance	Prov. Sum		1	84 000	84 000	00
	Handling cost and profit in respect of B12.05	%					
B12.06/64,01	Concrete backfill for encasing services crossing the roads (exposed or unexposed)						
	a) Class 30/19	m ³		12			
B12.07/63,01	Steel reinforcement for:						
	(ii) High-tensile steel bars	t		0.5			
	(iii) Welded steel fabric	t		0.5			
	(1) Ref. 245	kg		50			
B12.08/62,01	Formwork to provide surface finish	m ²		30			
B12.09	Maintenance of cellphone for the Engineer and on site sundries	PC Sum		1	48 000	48 000	00
B12.10	Handling cost and profit in respect of B12.09	%					

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B12.11	Supply and erect of the construction name board (Dwg: CAL/2024/NB06)	No		1			
B12.12	Protection, Installation and relocation of existing services						
	(a) Installation of electric cables			20			
	(i) 0-100mm Cable Ducts irrespective of Voltage	m					
	(b) Protection of services						
	(i) Electric poles	No		5			
B12.13	Water Pipeline						
	Supply, Excavate, Lay, Bed, Test and Backfill water pipelines to 1.2m depth (all fittings included)						
	(a) uPVC Pipe up to class 9	m		50			
	(i) 200mm dia.						
Total Carried to Next Page							

SECTION 1200

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
	(ii) 160mm dia.2	m		50			
	(iii) 90mm dia.	m		50			
	(iv) 75mm dia.	m		50			
	(b) HDPE up to Class PE 100, PN 16						
	(ii) 50mm dia.	m		200			
	(iii) 32mm dia.	m		200			
	(iv) 20mm dia.	m		200			

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B12.14	Repair of existing leaking standpipes	No		3			
B12.15	Relocation of existing fencing (Height less than 2.6m)						
	(i) Diamond wire mesh	m		250			
	(ii) Brick wall	m		40			
	(iii) Stone wall	m					
	(iv) Palisade fencing (steel)	m					
B12.16	Training						
	(a) Engineering Skills	Prov. Sum		1	10 000	10 000	00
	(b) EPWP Skills training	Prov. Sum		1	10 000	10 000	00
	(c) Entrepreneurial Skills	Prov. Sum		1	10 000	10 000	00
	(d) Training venue	Prov. Sum		1	10 000	10 000	00
	(e) Remuneration of workers undergoing training	Prov. Sum		1	10 000	10 000	00
Total Carried Forward to Summary							

SECTION 1300

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
13,00	CONTRACTOR'S ESTABLISHMENT ON-SITE AND GENERAL OBLIGATIONS						

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B13.01	Contractor's general obligations						
	(a) Fixed obligations	Lump		1			
	(b) Value-related obligations	Lump		1			
	(c) Time-related obligations	month		6			
	(d) Compliance with OHS Act Regulations [COVID-19 Included]	month		6			
	N.B. The combined total tendered for items B13.01 (a), (b) and (c) shall not exceed 15% of the total for the tendered sum, excluding VAT						


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

Total Carried Forward to Summary							

SECTION 1400

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
14,00	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL						
14,01	Offices and laboratory accommodation						
	(a) Offices (interior floor space only)	m ²		30			
	(e) Ablution units (interior floor space only)	m ²		6			
	(f) Stores	m ²		15			
14,02	Offices and laboratory furniture's						

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B14.03	(a) Chairs	No.		16			
	(b) Draughtsman's stools	No.		2			
	(c) High chairs for laboratory	No.		2			
	(d) Desks, complete with drawers and locks	No.		3			
	(e) Drawing table	No.		2			
	(f) Conference tables	No.		1			
	Office and laboratory fittings, installation and equipment						
	(a) Items measured by number:						
	(i) 220/250 volt 3-phase power points	No.		5			
	(ii) 400/231 volt 3-phase power point	No.		3			
	(iii) Double 80 watt flourescent-light fittings complete with ballast and tubes	No.		5			
	(iv) Double 55 watt flourescent-light fittings complete with ballast and tubes	No.		4			
	(v) Single incadescent-light fittings complete with 100 watt globes	No.		4			
	(vi) Wash-hand basins complete with taps and drains	No.		2			
	(viii) Extractor fans installed complete with own power connection	No.		6			
	(x) Fire extinguishers, 9.0 kg, all purpose dry powder type, complete, mounted on wall with brackets	No.		2			
	(xi) Air Conditioning units with 2,2 kW minimum capacity, mounted with own power connection	No.		2			
Total Carried to Next Page							

SECTION 1400

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
	(xii) Heater, space-heating type, minimum capacity 1,5 kW	No.		2			

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	(xiv) General-purpose steel cupboards with shelves	No.					
	(xv) Steel filing cabinets with drawers	No.		2			
	(xvi) Refrigerators	Prov. Sum		4			
	Handling costs and profit in respect of sub item B14.03 (xvi)	%		1	10 000	10 000	00
	(xvi) Supply Survey Equipment	Prov. Sum		1	10 000	10 000	00
	(xvii) Handling costs and profit in respect of sub item B14.03 (xvii)	%					
	(xix) Onsite drawing hangers and stands	Prov. Sum		1	10 000	10 000	00
	(xx) Handling costs and profit in respect of sub item B14.03 (xix)	%					
	(b) Prime-cost items Items paid for in a lump sum:						
	(v) The provision of a fax and printing apparatus as specified or directed by the Engineer	Prov. Sum		1	5 000	5 000	00
	(vi) Handling cost and profit in respect of sub item 14.03(b)(v) above	%					
	(vii) The provision of 400/231 volt 3-phase electrical power installation, including all wiring, switchboard mains connections, etc.	Lump Sum		1	30 000	30 000	00
14,07	Rented, hotel and other accommodation						
	(a) Provisional sum for providing rented housing, hotel or other accommodation as described in subclause 14.03 (c) (ii)	Prov. Sum		1	30 000	30 000	00
	(b) Handling cost and profit in respect of sub item 14.07(a) above	%					
14,08	Services:						

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	(a) Services at offices and laboratories:			1	10 000	10 000	00
	(i) Fixed costs	L. Sum		6			
	(ii) Running costs	month		6			
14,10	Provision of Photostat facilities	month					
Total Carried Forward to Summary							

SECTION 1500

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
15,00	ACCOMMODATION OF TRAFFIC						
15,01	Accommodating Traffic and Maintaining Temporary Deviations	km		1.2			
15,02	Earthworks for Temporary Deviations						
	(a) Shaping of Temporary Deviations	km		1.2			
	(a) Cut and Borrow to Fill	m ³		100			
	(a) Cut to Spoil	m ³		50			
B15,03	Temporary traffic-control	man-day					
	(a) Flagmen						
	(b) Portable STOP and GO-RY signs	No.					
	(c) Temporary traffic-control signal as specified	No.		4			
	(d) Amber flicker lights	No.		10			
	(e) Road signs, R- and TR-series						
	(i) 900mm diameter	No.		10			
	(g) Road signs, STW-, DTG-, TGS- and TG- series	m ²					
	(Excluding delineators and barricades)						
	(h) Delineators (TWW 401 and TW 402)						
	(i) Single (800mm x 200mm)	No		10			
	(ii) Mountable back to back (800mm x 200mm)	No					
	(i) Movable barricades/road sign combination	No.		10			
	(j) Traffic-cones	No.		20			
	(k) Single guardrails attached to posts	m					
	(l) Movable barriers						
	(a) Amcor plastic type	m					
	(m) Two-way communication devices	No.					

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

15,06	Watering of temporary deviations	kl		5 000			
Total Carried Forward to Summary							

SECTION 1700

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
17,00	CLEARING AND GRUBBING						
B17.01	Clearing and grubbing of (a) Normal areas						
	(i) Within the road reserve	ha		1			
	(ii) Outside the road reserve	ha		0.2			
	(b) Existing fill embankments with Slopes steeper than 1:4	ha		0.2			
17,02	Removal and grubbing of large trees and tree stumps						
	(a) Girth exceeding 1m up to and including 2m	No		2			
	(b) Girth exceeding 2m up to including 3m	No					
		No					


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

	(c) Girth larger than 3m up to and including 4m						
Total Carried Forward to Summary							

SECTION 1800

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
18,00	DAYWORKS						
18,01	Personnel during normal working hours						
	(a) Unskilled labour	hour		10			
	(b) Semi-skilled labour	hour		10			


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

	(c) Skilled Labour	hour	10			
	(d) Foreman - Section Leader	hour	10			
	(e) Flagman	hour	10			
	(f) Operator	hour	10			
B18.02	Personnel outside normal working hours		10			
	(a) Outside normal working hours and Saturdays:	hour				
	(i) Unskilled labour					
	(ii) Semi-skilled labour	hour	10			
	(iii) Skilled Labour	hour	10			
	(iv) Foreman - Section Leader	hour	10			
	(v) Flagman	hour	10			
	(vi) Operator	hour	10			
	(b) Sunday and Public holidays:					
	(i) Unskilled labour	hour	10			
	(ii) Semi-skilled labour	hour	10			
	(iii) Skilled Labour	hour	10			
	(iv) Foreman - Section Leader	hour	10			
	(v) Flagman	hour	10			
	(vi) Operator	hour	10			
B18.03	Plant:					
	(a) Tipper Trucks					
	(i) 6m3 capacity	hour	10			
	(ii) 10m3 capacity	hour	10			
	(c) TLB	hour	10			
	(e) Pneumatic Roller (10 to 25 tons)	hour	10			
	(f) Front End Loader	hour	10			
	(g) Air Compressors and equipment	hour	10			
	(h) Tractor and attached mower	hour	10			
	(k) Pedestrian roller (bomag 120 or similar)	hour	10			
B18.04	Materials:					
	(a) Procurement of materials	Prov. Sum	1	20 000	20 000	00
	(b) Contractor's handling costs, profit and all other charges in respect of sub item B18.04 (a)	%				
			300			
B18.05	Transport:		300			
	(a) LDV	km				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	(b) Flatbed truck	km					
Total Carried Forward to Summary							

SECTION 2100

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
21,00	DRAINS						
21,01	Excavation for open drains: (a) Excavation soft material situated within the following depth ranges below the surface level: (i) 0m up to 1,5m (ii) Exceeding 1,5m and up to 3,0m	m ³ m ³		170 20			
21,01	(b) Extra over sub item 21.01 (a) for excavation in hard material irrespective of depth	m ³		100			
21,03	Excavation for subsoil drainage systems: (a) Excavation soft material situated within the following depth ranges below the surface level: (i) 0m up to 1,5m (ii) Exceeding 1,5m and up to 3,0m	m ³ m ³					
21,06	Natural permeable material in subsoil drainage systems (crushed stone) (b) Crushed stone obtained from commercial sources. (i) Coarse-Grade 19,0 mm nominal	m ³					
21,08	Pipes in subsoil drainage systems						
21,10	(c) High-density type polyethylene pressure pipes and fittings complete with couplings 160mm dia perforated Synthetic-fibre filter fabric (a) Grade-2, non-woven : Bidim A4 or equivalent	m m ²					
21,17	Test flusing of pipe subsoil drains						

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Total Carried Forward to Summary							

SECTION 2200

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
22,00	PREFABRICATED CULVERTS						
22,01	Excavation						
	(i) 0m up to 1,5m	m ³					
	(ii) Exceeding 1,5m and up to 3,0m	m ³					
	(b) Extra over sub item 21.01 (a) for excavation in hard material irrespective of depth	m ³					
22,02	Backfilling						
	(a) Using the excavated material	m ³					
	(b) Using imported selected material	m ³					
	(c) Extra over subitems 22.02(a) and (b) for soil in hard material irrespective of depth	m ³					
22,1	Steel reinforcement (a)	t		0.5			
	Mild steel bars						
	(b) High-tensile steel bars	t		0.5			
	(c) Welded steel fabric (Ref 395)	kg		300			
	(d) Welded steel fabric (Ref 193)	kg		3000			
22,12	Removing existing concrete (a) Plain concrete	m ³		12			

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	(b) Reinforced concrete	m ³		12			
Total Carried Forward to Summary							

SECTION 2300

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
B23.08	Concrete lining for open drain						
23,00	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININS FOR OPEN DRAINS						
23,02	Concrete kerbing - channelling combination (30 Mpa for in-situ concrete) (a) Precast kerbing to SABS 927:2006 (i) Figure 8c (1000mm)	m		1400			

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	(ii) Figure 8b (1000mm)	m					
	(iii) Figure 8c (300mm)	m		340			
	(iv) Transitions to Concrete Kerbing (1000mm)	m		30			
	(vi) Concrete Edgebeam (200mm x 150mm)	m		500			
23,07	Trimming of excavations for concrete-lined open drains						
	(a) In soft material	m ²		1520			
	(b) In hard material	m ²		200			
B23.08	Concrete lining for open drain						
	(a) Cast in situ concrete lining Class 30/19 for open drain						
	(i) Side drain (up to 3.5m wide)	m ³		120			
	(b) Class U2 surface finish to cast in situ concrete for standard open drain						
	(i) Side drain (up to 3.5m wide)	m ²		1600			
23,09	Formwork to cast in situ concrete lining for open drains (class F 2 surface finish)						
	(b) To sides with formwork on both internal and external faces	m ²		382			
Total Carried Forward to Summary							

SECTION 3100

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

31,00	BORROW MATERIALS						
B31.01	Excess overburden						
	(a) Depth up to and including 0,5m	m ³		300			
	(b) Depth exceeding 0,5m and up to 1,0m	m ³		200			
31,03	Finishing-off borrow areas						
	in: (a) Hard material	ha		0.50			
	(b) Intermediate material	ha		0.50			
	(c) Soft material	ha		1			
B31.04	Borrow material:						
	(a) The procurement of borrow pits and borrow material	PC		1	50 000	50 000	00
	(b) Handling costs pond profit in respect of sub item B31.04(a)	%					
B31/55,02	Supply and install Zinc-coated barbed wire (SABS 675) around the borrow-pit						
	(i) High-tensile-grade, single-strand 3,15mm x 2,50mm oval-shaped wire. Galvanised, Class	km		2			

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Total Carried Forward to Summary							

SECTION 3200

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
32,00	SELECTION, STOCKPILING AND BREAKINGDOWN THE MATERIAL FROM BORROW PITS AND CUTTINGS, AND PLACING AND COMPACTING THE GRAVEL LAYERS						
32,04	Removal of oversize pavement material	m ³		500			


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

32,06	Stockpiling of material	m ³		1440			
Total Carried Forward to Summary							

SECTION 3300

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT
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Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

						R	c
33,00	MASS EARTHWORKS						
B33.01	Cut and borrow to fill, including free-haul up to 1,0km (a) Gravel material in compacted layer thickness of 200mm and less: (ii) Compacted to 93% of modified AASHTO density (c) Rockfill (as specified in subclause 32.05)	m ³		5040			
33,03	Extra over item B33.01 for excavating and breaking down material in: (a) Intermediate excavation	m ³		500			
B33.04	Cut to spoil, including free-haul up to 1.0 km for materials obtained from: (a) Soft excavation	m ³		1000			
	(b) Intermediate excavation	m ³		500			
	(c) Hard excavation	m ³		500			
	(d) Boulders excavation class (classes A + B)	m ³		200			
33,09	Material bladed to widow	m ³		1260			
33,10	Roadbed preparation and compaction of material: (i) Compacted to 90% of modified AASHTO density	m ³					
	(ii) Compacted to 93% of modified AASHTO density	m ³		1260			
33,11	Three-roller-passes compaction (a) Vibratory roller	m ²					
	(b) Grid roller	m ²					
	(e) Impact roller	m ²					
33,12	In situ treatment of roadbed:						
	(a) In situ treatment by ripping	m ³		1260			
	(b) In situ treatment by blasting	m ³					

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B33/	Stockpiling of material	m ³		2520			
Total Carried Forward to Summary							

SECTION 3400

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
34,00	PAVEMENT LAYERS OF GRAVEL MATERIAL						
B34,01	Pavement layers constructed from gravel taken from cut or borrow, including free haul up to 1,0km (a) Gravel selected layer compacted to:						
	(ii) 93% of modified AASHTO density	m ³		1260			
	(c) Gravel subbase (Unstabilized Material) compacted to:						
	(ii) 95% of modified AASHTO density						
	(1) Constructed from type G6 Material obtained from approved Borrow Pit	m ³		1260			
	(2) Constructed from type G6 Material obtained from Commercial Sources	m ³					
	(f) Gravel base (Chemically Stabilized Material) compacted to:						
	(ii) 97% of modified AASHTO density for a compacted layer thickness of 150mm			1260			
	(1) Constructed from type G6 Material obtained from approved Borrow Pit	m ³					

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	(2) Constructed from type G6 Material obtained from Commercial Sources (g) Gravel shoulder compacted to:	m ³					
	(i) 93% of modified AASHTO density (150mm thick)	m ³		720			
34,02	Extra over item 34.01 for excavation of material in: (a) Intermediate excavation	m ³		500			
	(b) Hard material	m ³		200			
	OVERHAUL						
34/16.02	Overhaul on material hauled in excess of 1,0km (ordinary overhaul)	m ³ -km		3780			
Total Carried Forward to Summary							

SECTION 3500

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
	STABILIZATION						
35,01	Chemical stabilization extra over unstabilized compacted layers:						
	Base: 150mm thickness	m ³		1260			
	Subbase: 150mm thickness	m ³					
35,02	Chemical stabilizing agent:						
	(a) Cement (Cem II A-M 32,5)	t		60			
35,04	Provision and application of water for curing	kℓ		1000			
35,05	Curing by covering with the subsequent layer (a) Base: 150mm thickness	m ²		1000			

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

35,13	Extra over items 35.01 for the trial section	m ³		100			
Total Carried Forward to Summary							

SECTION 5100

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
51,00	PITCHING, STONework AND PROTECTION AGAINST EROSION						
51,01	Stone pitching (a) Plain pitching:	m ²					


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

	(i) Method 1						
51,03	(b) Grouted stone pitching	m ²		20			
	Stone masonry walls						
51,05	(b) Cemented-mortared stone walls	m ³		10			
	200mm thick rectangular						
	Concrete edge beams						
	(a) Class 30/19	m ³		6			
Total Carried Forward to Summary							


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

SECTION 5200

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
52,00	GABIONS						
52,01	Foundation trench excavation and backfilling: (b) In all other classes of materials	m ³					
52,02	Surface preparation of bedding the gabions	m ²					
52,03	Gabions						
	(a) Galvanized gabion boxes, 1,0m wide by 0,3m deep by 1,0 long (mesh 80 x 100)	m ³					
	(c) Galvanized gabion mattresses 0,5m diaphragm spacing, 6,0m long by 2,0m wide by 1.0m deep (mesh 80 x 100)	m ³					


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

52,05	Filtre fabric (a) Grade 2, non-woven: Bidim A4 or equivalent	m ²					
Total Carried Forward to Summary							

SECTION 5600

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
56,00	ROAD SIGNS						


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

56,01	Road signs board with painted or colouted semimatt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-effective material, where the sign board is constructed. (c) Prepainted galvanized steel plare (chromadek 1,6 mm thick or approved equivalent):					
	(i) Area not exceeding 2m ²	m ²		15		
	(ii) Area exceeding 2m ² but not 10m ²	m ²		5		
	(iii) Area exceeding 10m ²	m ²				
	Extra over item 56.01 for using:					
56,02	(b) Lottering, symbols, number, arrows, emblems and borders or retro-reflective material of Class 1 Engineering grade	m ²		5		
56,03	Road sign supports (overhead road sign structures excluded): (a) Steel tubing, fully galvanised					
	(iii) 100mm dia. D-Section 4mm thick	t		1.5		
56,05	Excavation and backfilling for road sing supports	m ³		5		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

56,06	Extra over item 56.05 for cement-treated soil backfill	m ³		5			
Total Carried Forward to Summary							

SECTION 5700

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
57,00	ROAD MARKINGS						
57,02	Retro-reflective road marking paint:						
	(a) White lines (broken or unbroken):						
	(i) 100 mm wide	km		1.2			
	(ii) 150mm wide	km					
	(iii) 200mm wide	km		0.2			
	(b) Yellow lines (broken or unbroken)						
	(i) 100 mm wide	km		2.2			
	(ii) 150mm wide	km					
	(iii) 200mm wide	km					
	(d) White lettering and symbols	m ²		60			
	(e) Yellow lettering and symbols	m ²					

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

57,06	(f) Transverse lines, painted island and arrestor bed markings (any colour)	m ²		50			
	Setting out and premarking the lines (Excluding traffic-island markings, lettering and symbols)	km		2.1			
Total Carried Forward to Summary							

SECTION 5900

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
59,00	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS						

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

59,01	Finishing the road and road reserve: (a) Single carriage road	km		1.2			
Total Carried Forward to Summary							


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

SECTION 7300

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
73,00	CONCRETE BLOCK PAVING FOR ROADS						
73,01	Concrete block paving: (a) Supply and laying of 80mm thick concrete interlocking paving blocks of 25MPa crushing strength including 25mm thick sand bedding and fitting the joints with jointing sand	m ²		7200			
73,02	Cast insitu concrete edge and intermediate beams. Concrete to be Class 30/19	m ³		15			


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

B73,03	Speed Humps	No.		4			
Total Carried Forward to Summary							

SECTION 8100

ITEM	DESCRIPTION	UNIT	LIC	QTY	RATE	AMOUNT	
						R	c
81.00	TESTING MATERIALS AND WORKMANSHIP						


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

81,02	Other special test requested by the engineer						
	(a) Special test requested by the Engineer	Prov. Sum		1	20 000	20 000	00
	(i) Testing by method TMH1-A15d						
	(ii) Handling cost and profit in respect of 81.02 (a)	%					
	(b) Other special test requested by the Engineer	Prov. Sum		1	80 000	80 000	00
	(c) Handling cost and profit in respect of 81.02 (b)						
		%					


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

Total Carried Forward to Summary									

MORETELE LOCAL MUNICIPALITY

**Tender No. MLM/W12/R&SW/P1/24-25: IMPLEMENTATION OF INTERNAL ROADS AND
STORMWATER IN WARD 12 (MATHIBESTAD)**

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS	R


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL	R
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S	R
1500	ACCOMMODATION OF TRAFFIC	R
1700	CLEARING AND GRUBBING	R
1800	DAYWORKS	R
2100	DRAINS	R
2200	PREFABRICATED CULVERTS	R
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND	R
3200	DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS	R
3100	BORROW MATERIALS	R
3200	SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS AND	R
3500	CUTTINGS, AND PLACING AND COMPACTING THE GRAVEL LAYERS	R
3300	MASS EARTHWORKS	R
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	R
3500	STABILIZATION	R
5100	PITCHING, STONEMASONRY AND PROTECTION AGAINST EROSION	R
5200	GABIONS	R
5600	ROAD SIGNS	R
5700	ROAD MARKINGS	R
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	R
7300	CONCRETE BLOCK PAVING FOR ROADS	R
8100	TESTING MATERIALS AND WORKMANSHIP	R
TOTAL CARRIED FORWARD TO TENDER SUMMARY		R


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

MORETELE LOCAL MUNICIPALITY

**Tender No. MLM/W12/R&SW/P1/24-25: IMPLEMENTATION OF INTERNAL ROADS AND
STORMWATER IN WARD 12 (MATHIBESTAD)**

TENDER SUMMARY

DESCRIPTION	AMOUNT
NET TOTAL OF TENDER (TOTAL CARRIED FROM PAGE C59)	R
ADD CONTINGENCIES 5% OF NET TOTAL	R
TENDER AMOUNT (EXCLUSIVE)	R
CONTRACT PRICE ADJUSTMENT PROVISION	R 0.00
SUBTOTAL	R
ALLOWANCE FOR VAT AT 15% R	R
TOTAL CARRIED FORWARD TO FORM OF OFFER (C1.1) R	R

Signed on behalf of the Tenderer: (Signature)

Date:

Tenderer's Name: (Company Name)

C3: SCOPE OF WORK

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Witness 1

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Employer

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Contractor

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C3.1: STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the **COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition**.

C3.2: PROJECT SPECIFICATIONS

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

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

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

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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C3.2: PROJECT SPECIFICATIONS PART A: GENERAL

1. DESCRIPTION OF THE WORKS

1.1 Location of the Works

The project is located as shown on the locality plan bound into this document in Section C4.1 of the Site Information on page.

1.3 Overview of the works

The project entails the implementation of roads and stormwater in Ward 12 (Mathibestad RDP Section). The leading activities to be undertaken by the contractor will include, the construction of earthworks, layer works, drainage structures and concrete block paving base.

The existing roads are gravel roads. The contractor is expected to provide the prices (rates) as provided in the Schedule of Quantities provided. All costs of the test shall be deemed to have been incorporated in the rates provided. The contractor shall at all provide test results to the Engineer for approval of the work done. All works must be approved before the following activity can commence. All payment certificates must be accompanied by measurements and test results.

This project is hence to properly construct road layer works for the road including the provision of 80mm paving block as per the SANS.

In an endeavor to empower the community, the works will be executed by employing labour-intensive methods of construction wherever possible, using local labour as well as local subcontractors all sub-contractors must be approved by the client.

1.4 Extent of the Works

1.4.1 The extent of construction will include:

- a. Establishment of Contractors Site Camp.
- b. Proving, exposing and relocation of various electricity, fence lines, water and sewer services.
- c. Setting of delineators to separate and protect the travelling public from the construction activities. d. Accommodation of traffic.
- e. Clearing and grubbing of the road prism.
- f. Undertake earthworks, layerwork and concrete paving block work.
- g. Construction of road layer works (approx. 1.0 km long) and 6.0m wide.
- h. Road Surfaced using 80mm Interlocking Paving Blocks class 25 with an average compressive strength of 25mpa (comply with sans 1058-1985).
- i. Installation of precast concrete kerbs fig 8C. (approx. 2.1km long) (Comply with sans 927:2007 standards).
- j. Construction of 1.5m Wide x 100mm Thick Concrete Class 30/19, Lined New Stormwater Channels, with mesh Ref 193
- k. Construction Of 3.0m Wide x 100mm Thick Concrete Class 30/19, Drift at Intersections, with mesh Ref 395
- l. Installation of traffic calming measures (road signs and speed humps)
- m. Material and layer testing.
- n. Finishing of road reserve on completion of the project.
- o. Clearing of the site on completion.


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- p. Finishing the roadway to facilitate "limited maintenance" such as cutting-back existing vegetation for the improvement of sight-distances and treatment to the shoulder edges for the prevention of silt build-up and improved run-off conditions.

1.5 Detailed Description of the Works

The following description is a broad outline of the works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project.

Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Schedule of Quantities in Section C2.2

1.5.1 Access to the Site

Access to the site can be obtained from Makapanstad road.

1.5.2 Road Works

The Road works will consist of:

- 80mm S-A Grey interlocking paving blocks
- 150mm C4 Cemented natural gravel subbase compacted to 97% modified AASHTO density.
- 150mm G7 Natural gravel selected layer compacted to 95% of modified AASHTO density. CBR>15 @ 93% modified AASHTO density.
- 150mm G9 Natural gravel selected layer compacted to 93% of modified AASHTO density. CBR>7 @ 93% modified AASHTO density.
- 300mm G10 Natural gravel compacted to 90% modified AASHTO density. CBR>3 @ 90% modified AASHTO density.

1.5.3 Quantities (Refer to Bill of Materials)

The leading quantities of the permanent works to be constructed are approximately as follows:

Earthworks (Cut to fill)
Earthworks (Cut to spoil)
Natural Gravel Selected Layer (G9)
Natural Gravel Selected Layer (G7)
Cemented Natural Gravel Subbase (C4)
Concrete Block Pave Base (S-A)

1.5.4 Material sources, spoil and stockpile areas

G6 material shall be obtained from commercial sources. G7 and G9 will be available from the borrow pit and existing road prism. Spoil areas and areas for the temporary stockpiling of construction materials shall be

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

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

1.5.5 Accommodation of traffic

The accommodation of traffic forms an integral part of the Contract. Traffic will be accommodated within the road reserve during construction using minor detours and Stop/Go facilities working in half widths.

1.5.6 Accommodation of other contractors

In order to ensure the smooth running of all contracts, the Contractor shall be required to liaise with, cooperate with and accommodate all other contractors working on the site, particularly when such other contractors are working in the same area simultaneously.

1.5.7 Ancillary works

Local Emerging Contractors will be responsible for the construction of concrete works and ancillary works including but not restricted to: headwalls, wingwalls, apron slabs, manholes, catchpits, road signs, landscaping and planting plants and guardrails. The management of the Emerging Contractors are the Established Contractor's responsibility. No extension of time, standing time or claims for the non-performance of the nominated sub-contractors will be permitted. Therefore, the Established Contractor shall make all reasonable provision in the construction programme and its implementation to accommodate the Local Emerging Contractors.

1.5.8 Existing services

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

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

The following major services are expected to be encountered during the construction of the Works: ☐

Electrical and Telephone Poles

- ☐ Water Mains
- ☐ Fence Lines
- ☐ Water and sanitation services

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

1.5.10 Environment

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The Contractor's attention is called to clause B1233 of Part B of these Project Specifications and to the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.

1.5.11 Labour

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

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

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

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

1.5.12 Labour-intensive construction methods

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

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

Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications. The contractor is required to pay minimum wages for all locally employed labour and/or the labour of local subcontractors as specified by the Civil Engineering Sector for the whole of Mpumalanga.

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

- ☐ Clearing and grubbing of the Site;
- ☐ Excavation for structures up to 1,5 m deep;
- ☐ Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;


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- ☐ Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- ☐ Mixing and placing of concrete;
- ☐ Construction of all brickwork required for structures; and ☐ Cleaning and tidying up of the Site.

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

1.6 Temporary Works

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

The Temporary Works required under this Contract shall include the traffic accommodation measures implemented, the provision of drainage control, falsework and formwork during the construction of the minor drainage structures, and the provision of any scaffolding or temporary propping used during the erection of the road signs. All temporary works shall be removed from the Site on completion of the Contract.

1.7 Maintenance of the Works during the construction period

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

The handing-over of the road reserve for this contract is described in clause B1224 of these Project Specifications. The Contractor shall be responsible for maintaining this portion of the road from the date of hand-over until the issue of the Certificate of Practical Completion.

1.8 Testing of materials

A provisional sum has been allowed in section 8100 of the Schedule of Quantities for all acceptance control testing laboratory work to be carried out by the Engineer using commercial laboratory facilities.

Process control

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

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice.

The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

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Contractor

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1.9 Power supply and other services

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

1.10 Construction in confined areas

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

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

1.11 Contractor's campsite

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

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

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

The Contractor is to fully familiarise himself with all local by-laws and Government regulations for the employment, transport and accommodation of labour on site.

The Contractor shall particularly note that there is a high risk of theft, vandalism and damage to property in this area and strict security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works. No separate payment shall be made for the provision of such security since full compensation for these costs shall be deemed to be included in the amount tendered for item B13.01(c) (The contractor's general obligations: Time-related obligations).

1.12 Additional requirements for construction activities

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

The Contractor's tendered rates shall include full compensation for all costs which may arise from the construction and maintenance of deviations and construction under traffic. No claim for additional costs which


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may arise from these methods of traffic accommodation and no additional payment owing to inconvenience as a result of the Contractor's method of working shall be considered. The Contractor shall be required to attend meetings of the local Project Liaison Committee (PLC).

1.13 Construction programme

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

- (1) The whole of the Works (and the portions of the Works if completion in portions is required) shall be completed within the time period(s) stated (refer to the Contract Data in section C1.2.2).
- (2) Working days lost due to abnormal rainfall shall be treated as set out in clause B1215.
- (3) Allowance shall be made for non-working days and special non-working days (refer to the Contract Data in section C1.2.2).
- (4) Construction activities must comply with all the specified environmental requirements including clause B1233 and the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (5) Construction activities must comply with all the specified health and safety obligations including the requirements of Part E: OHSA 1993 Health and Safety Specification contained in section C3.3 Particular Specifications.
- (6) Strict control of access to and from local public roads shall be required when construction vehicles, plant or equipment leave or enter the site.
- (7) Throughout the contract period traffic must be accommodated through the site and all other contractors engaged on the construction of District Road 457 must be accommodated.
- (8) The Contractor's programme of work shall take due cognisance of risks by limiting the duration of the exposure of the various construction elements to natural phenomena.

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

ACTIVITY		Duration	Month 1			Mont 2			Mont 3			Mont 4			Mont 5			Mont 6			Mont 7			Mont 8			Mont 9			Month 10			Month 11			Month 12		
		(Weeks)																																				
1	Site Establishment																																					
2	Relocation of Services																																					
3	Traffic Accommodation																																					
4	Clear and Grub																																					
5	Earthworks																																					
6	Drainage																																					
7	Subsoil																																					
8	Kerb and Channel																																					
9	Selected Subgrade (Lower)																																					
10	Selected Subgrade (upper)																																					
EXPECTED CASH FLOWS		(in Rands)																																				

Employer

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Witness 2

Contractor

Witness 1

Witness 2

2. DRAWINGS

The drawings listed in the table below were prepared and issued by the Employer for tendering purposes. They are issued separately to this document and must be regarded as provisional and preliminary for Tenderers to generally assess the scope of work. The characters in the "Rev. No." column below indicate the revision status of these drawings.

At commencement of the contract, the Employer's Agent shall deliver to the Contractor three complete sets of A1 and A0 paper print drawings copies for construction purposes and any instructions required for the commencement of the works. These A1 and A0 paper prints are issued free of charge and the Contractor shall make any additional prints he may require at his own cost. Further drawings detailing road marking, road signs and accesses will be issued after Contract Commencement. From time to time thereafter during the progress of the works, the Employer's Agent will issue further drawings as may be necessary for adequate construction, completion and defects correction of the works. The work shall be carried out in accordance with the latest revision.

Any information in the possession of the Contractor which the Engineer requires to complete the as-built drawings shall be supplied to the Engineer before a certificate of completion shall be issued. Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer shall supply all figures / dimensions omitted from the drawings.

The levels given on the drawings are subject to confirmation on site, and the Contractor shall submit all levels to the Engineer for confirmation before he commences any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Engineer of any discrepancies.

DWG No.	REV No.	DESCRIPTION
01	0	Plan and Service Layout Drawing
02	0	Road Longitudinal Section
03	0	Road Cross Sections
04	0	Setting out Details
05	0	Kerb and Channel Drains
06	0	Contract Name Board
07	0	Engineer's Camp Floor Plans
10	0	Engineer's Camp Photos

3. PROCUREMENT

3.1 Preferential procurement procedures

Preferential points shall be allocated and tenders awarded in accordance with T1.2 "TENDER DATA"

Employer

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Contractor

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Witness 2

4. **CONSTRUCTION**

4.1 **Applicable SANS 2001 standards for construction work**

All construction work must conform with the relevant SABS or SANS specifications referred to in the 'Standard Specifications for Road and Bridge Works for State Road Authorities' 1998 Edition, or in Section C3.2: Project Specifications, Part B: Amendments to the Standard Specifications, of this document.

4.2 **Applicable national and international standards**

All construction work must be undertaken in accordance with the 'Standard Specifications for Road and Bridge Works for State Road Authorities', 1998 Edition, as published by the South African Committee of Land Transport Officials (COLTO) and as amended in Section C3.2: Project Specifications, Part B: Amendments to the Standard Specifications, of this document.

4.3 **Particular / generic specifications**

As well as the 'Amendments to the Standard Specifications' contained in Part B of Section C3.2: Project Specifications, of this document, the following Particular Specifications as contained in Section C3.3, are applicable to this Contract:

Part C: Environmental Management Specification
Part D: OHSA 1993 Health and Safety Specification
Part E: Small Contractor Development

The 'Standard Specifications for Road and Bridge Works for State Road Authorities' is applicable to this Contract but contains references to the 'General Conditions of Contract for Road and Bridge Works for State Road Authorities' which is not applicable to this Contract. Table B1115 in Section C3.2: Project Specifications, amends these references to the 2015 3rd edition of the General Conditions of Contract for Construction Works published by the South African Institution of Civil Engineering which is applicable to this Contract.

4.4 **Certification by recognized bodies**

No certification of items included in the works is required.

4.5 **Plant and materials provided by the Employer**

No plant and materials are to be provided by the Employer.

5. **MANAGEMENT**

5.1 **Applicable SANS 1921 standards**

The following parts of SANS 1921 and associated specification data are applicable:

SANS 1921-1: 2004: Part 1: General engineering and construction works
SANS 1921-6: 2004: Part 6: HIV/AIDS awareness

Specification data associated with SANS 1921-1	
Clause No.	Essential data

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4.1.7	There are no requirements for drawings, information and calculations for which the Contractor is responsible.
4.2.1	The responsibility strategy assigned to the Contractor for the works is 'A'.
4.3.1	The programme must conform to clause 1204 'Programme of Work' of the 'Standard Specifications' and clause 5.6 'Programme' of the 'General Conditions of Contract 2015'.
4.3.3	The Contractor must give 24 hours' notice for inspection of work that is to be covered up.
4.7.3	Where applicable, the Contractor is afforded the opportunity of pricing an item to cover costs of unavoidable overbreak.
4.12.2	The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the Employer are to be as described in clause 1205 'Workmanship and Quality Control' of the 'Standard Specifications' and clause 7 'Quality and Related Matters' of the 'General Conditions of Contract 2015'.
4.12.2	The fabrication drawings that the Contractor is to provide to the Employer are: none.
4.14.5	The Contractor is to provide latrine and ablution facilities as described in Part C 'Environmental Management Plan' in Section C3.3: Particular Specifications of these Project Specifications.
4.14.6	The requirements for the provision and erection of sign boards are as described in clause 1207 'Notices, Signs and Advertisements' of the 'Standard Specifications', and as detailed in the 'Example of Contract Signboard Details' in Section C4: Site Information of these Project Specifications.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are described in clause B1202 of Part B of Section C3.2: Project Specifications.
4.17.3	Services that are known to exist on the site are described in clause B1202 of Part B of Section C3.2: Project Specifications.
4.17.4	The requirements for detection apparatus for locating underground services are: none.
4.18	The additional health and safety requirements are described in Part E 'OHS 1993 Health and Safety Specification' in Section C3.3: Particular Specifications of these Project Specifications.

5.1.1 Additional clauses

5.1.1.1 Site meetings and procedures

Site meetings shall be convened as described in clause 1227 'Monthly Site Meetings' of the 'Standard Specifications'. The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site memoranda book, a complete set of contract working drawings and a copy of the procurement document, and shall make these available at all reasonable times to all persons concerned with the contract.

5.1.1.2 Water and electricity

The Contractor is to provide water and electricity as described in clauses 1219 'Water' and 1404 'Services' of the 'Standard Specifications'.

Specification data associated with SANS 1921-6	
Clause No.	Essential data

Employer

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Witness 2

Contractor

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4.2.1(a)	A qualified service provider is one that is an accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel. 011 265 5900), Health and Welfare SETA (HWSETA) (011 622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za .
4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at four monthly intervals throughout the duration of the contract.

5.1.2 Additional clauses

The duration of each workshop shall not be less than 2½ hours.

5.2 Recording of weather

The Contractor shall erect a rain gauge and record the rainfall as described in clause 1215 of the 'Standard Specifications'. This information together with other details of the prevailing weather conditions shall be recorded in the daily site diary.

5.3 Unauthorised persons

The Contractor shall keep unauthorised persons away from the Works at all times. Under no circumstances may the Contractor's personnel be accommodated on the site.

5.4 Management meetings

Management meetings are to be held weekly at a time convenient to all concerned, to discuss planning and health and safety amongst other things. Attendance by the Contractor's and the Engineer's representatives on site is mandatory, and attendance by other interested parties will be by invitation.

5.5 Forms for contract administration

The Engineer's representative will provide standard forms for 'Site Diary', 'Site Memoranda', 'Requests for Inspection' and any others deemed to be necessary during the contract.

5.6 Electronic payments

Payments of approved payment claims will be made electronically upon submission of the Contractor's banking details.

5.7 Daily records

A site diary is to be compiled jointly by the Contractor's and the Engineer's representatives on site and is to be agreed and signed by both parties. The original signed copy is to be retained by the Engineer's representative.

The Contractor is to keep daily records of people and equipment on site in a format to be agreed by the Engineer's representative, and is to provide copies to the Engineer's representative when requested.

5.8 Payment certificates

Details of measurements, proof of payment for items contained in provisional sums, proof of ownership of materials on site and documentation pertaining to contract price adjustment and special materials, are required as substantiation of claims for payment.

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Witness 2

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Witness 2

5.9 Permits

No security/entrance permits are required by the Contractor's personnel to enter the site.

5.10 Proof of compliance with the law

There are no requirements for the Contractor to verify compliance with any legislation.

C3.2: PROJECT SPECIFICATIONS

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the COLTO Standard Specifications, allowance is made for 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 the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered 'B' with a number corresponding to the relevant clause or item number in the COLTO Standard Specifications.

New clauses and payment items not covered by clauses or items in the COLTO Standard Specifications have been included here and have also been designated with the prefix 'B'. Such clauses and items have been given a new number following upon the last number used in the particular section referred to in the COLTO Standard Specifications.

SECTION 1100: DEFINITIONS AND TERMS

B1115 GENERAL CONDITIONS OF CONTRACT

Replace clause 1115 with the following:

"The General Conditions of Contract for Construction Works 3rd edition 2015 (abbreviated elsewhere in C3.2 Project Specifications and C3.3 Particular Specifications as "GCC 2015" or as "General Conditions of Contract


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Witness 2

2015") published by the South African Institution of Civil Engineering (SAICE), together with the Special Conditions of Contract form part of the contract.

All references in the COLTO Standard Specifications for Road and Bridge Works are to the COLTO General Conditions of Contract for Road and Bridge Works for State Road Authorities. Consequently all references in the COLTO Standard Specifications have to be amended accordingly to reflect the appropriate General Conditions of Contract relevant to the Contract. The COLTO Standard Specifications have been scrutinized and the clauses, which refer to the COLTO General Conditions of Contract, identified. Each COLTO clause reference is tabulated in Table B1115 below (context of reference is also given) together with the relevant equivalent clause in the SAICE General Conditions of Contract for Construction Works 3rd edition 2015 applicable for this contract.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the SAICE General Conditions of Contract for Construction Works 3rd edition 2015 reference, as amended by the Special Conditions of Contract in the Contract Data, shall apply and the contractor shall be responsible for interpretation of the equivalent clause.

TABLE B1115: REFERENCES IN COLTO STANDARD SPECIFICATIONS TO THE COLTO GENERAL CONDITIONS OF CONTRACT AND RELEVANT SAICE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS 3rd EDITION 2015

COLTO Standard Specification		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract for Construction Works 3 rd edition 2015	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
1202	1200-2	15	Programme	5.6	Programme
1209(e)	1200-5	52: 52(1)(e) 52(2)	Monthly payments (documentary evidence of ownership of materials) Valuation of material brought onto Site	6.9 & 6.10: 6.9 6.10.2	Vesting of plant and materials Valuation of material brought onto Site
1210	1200-5	54: 54(1) 54(2) 54(3)	Certificate of practical completion	5.14: 5.14.1 5.14.2 5.14.3	Certificate of Practical Completion
1212(l)	1200-7	49: 49(2)	Contract Price Adjustment Factor	6.8: 6.8.2	Contract Price Adjustment Factor
1215	1200-9	45	Extension of time for completion	5.12	Extension of time for practical completion
1217	1200-10	35	Care of the Works	8.2	Care of the Works
1303	1300-1	49 & 53:		6.8 &	
COLTO Standard Specification		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract for Construction Works 3 rd edition 2015	

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Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
	and 1300-2	49(2) and 49(3)	Contract Price Adjustment Factor and special materials	6.11: 6.8.2 and 6.8.3	Contract Price Adjustment Factor and special materials
		53	Variations exceeding 20%	6.11	Variations exceeding 15%
1303	1300-2	12 &45:		5.3 & 5.12:	
		12	Commencement of Works and Commencement Date	5.3	Commencement of the Works
		45	Extension of time for completion	5.12	Extension of time for practical completion
1403 (c)(ii)	1400-4	40(1)	Valuation of variations	6.4.1	Value of variations
1505	1500-3	40:		6.4:	
		40(1)	Valuation of variations	6.4.1	Value of variations
1507 Items: 15.08 15.09 15.11	1500-8	48:		6.6:	
		48.1	Provisional Sums	6.6.1	Provisional Sums
3108 Note (2)	3100-4	40:		6.4:	
		40(1)	Valuation of variations	6.4.1	Value of variations
3204 (b)(iii)	3200-2	40:		6.4:	
		40(1)	Valuation of variations	6.4.1	Value of variations
3303(b)	3300-2	2	Engineer and Engineer's Representative	3	Engineer
5803(c)	5800-3	40:		6.4:	
		40(1)	Valuation of variations	6.4.1	Value of variations
5805(d)	5800-4	40:		6.4:	
		40(1)	Valuation of variations	6.4.1	Value of variations
5809 Item 58.10	5800-10	48:		6.6:	
		48.1	Provisional Sums	6.6.1	Provisional Sums
8103(c)	8100-1	40:		6.4:	
		40(1)	Valuation of variations	6.4.1	Value of variations
8117 Item 81.03	8100-26	22	Clearance of site on completion	5.15	Clearance of site

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B1202 SERVICES

Add the following at the end of clause 1202:

"A provisional sum is included in the Schedule of Quantities to cover the costs of relocating the known services. This provisional sum shall be used to effect payments for the services relocation work carried out by the subcontractor selected by the contractor in consultation with the employer for this purpose."

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following paragraph to the end of clause 1205:

"Testing for quality control shall be conducted in accordance with the requirements of Section 8200 for Quality Control (Scheme 1)." Judgement plan B.

B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

Delete the first paragraph of clause 1206 in its entirety and replace it with the following:

"The contractor shall comply with all legal provisions in regard to surveying and setting out work."

Add the following paragraph to the end of clause 1206:

"It may become necessary to construct, level and coordinate new survey beacons during the course of the contract, or to protect existing survey beacons. A provisional sum is included in the Schedule of Quantities to cover the costs of such work."

B1209 PAYMENT

(a) Contract rates

Replace the following in subclause (e):

"Clause 52" with "Clauses 6.9 and 6.10.2"

B1210 CERTIFICATE OF PRACTICAL COMPLETION

Replace the following:

"Clause 54" with "Clause 5.14"

B1212 ALTERNATIVE DESIGNS AND OFFERS

Replace the following in subclause (l)

"Clause 49" with "Clause 6.8"

Add the following to the end of subclause 1212(m):


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

"The provision for contract price adjustment in the original Tender Summary must not under any circumstances be altered in an alternative offer."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

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

Method (ii) (Critical-path method)

Delete the words "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of Method (ii).

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

"The value of "n" working days expected delay caused by normal rainy weather as referred to in Method (ii) shall be as given in Table B1215 below for each respective calendar month of any year:

Table B1215

Month	Expected delay of "n" working days due to normal rainy weather	Month	Expected delay of "n" working days due to normal rainy weather
January***	5	July	1
February	4	August	1
March	4	September	2
April	3	October	3
May	2	November	4
June	1	December***	5

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

Each "n"-value in Table B1215 applies only to the calendar month immediately to the left of the number, and the "n"-values as specified shall not be taken as being carried forward so as to accumulate over the contract period. If no abnormal rainfall occurs during a particular calendar month in a particular year, then no extension of time for abnormal rainfall shall be granted with respect to that calendar month for that year, and no further consideration shall be given to that "n"-value in respect of that year.

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

B1219 WATER

Add the following paragraph to the end of clause 1219:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

"The contractor shall arrange for chemical tests to be carried out to confirm the suitability of his proposed water sources for use as drinking water and for use in the concrete construction. The contractor shall ensure that these tests also include testing for salinity and sugar content levels.

The contractor shall note that the necessary permission must be obtained from the Department of Water Affairs for the abstraction of water from streams and rivers."

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following paragraph to the end of clause 1224:

"The handing-over of the road reserve for this project shall be subject to the following restrictions:

- (a) The full extent of road reserve will be handed over to the Contractor at the beginning of the contract. He shall be responsible for the maintenance along this portion of the road until completion of the contract.
- (b) The contractor shall be required to accommodate public traffic as well as the employer's other contractors working on various projects in the area related to the construction of District Road 457.
- (c) The contractor shall be required to accommodate service owners and other contractors working on the services relocation and maintenance in the execution of their duties."

B1229 SABS CEMENT SPECIFICATIONS

Add the following paragraphs to the end of clause 1229:

"All cement used on this contract shall comply with SANS 50197-1: Cement Part 1: Composition, specifications and conformity criteria for common cements.

Where reference is made in these Project Specifications or in the COLTO Standard Specifications to the former SABS cement specifications (e.g., SABS 471, SABS 626, SABS 831, SABS 1491), such reference shall be replaced with the new specification:

- SANS 50197-1: Cement Part 1: Composition, specifications and conformity criteria for common cements.

The blending of cements on site shall not be permitted."

Add the following new clauses at the end of Section 1200:

B1230 DEVELOPMENT PROGRAMME

A Project Liaison Committee (PLC) is a vital means of communication between all parties involved with the project. The PLC comprises representatives of the employer, the engineer and formal structures within the Community. The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative shall also attend the monthly PLC meetings when so requested.

B1231 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Diseases Act, 1993, as amended. The contractor shall pay in full, including the payment of the necessary levies, such

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

amounts as are due in terms of the Act. The manner in which compensation in terms of this Act shall be handled shall be resolved by the contractor at the commencement of the contract.

B1232 COMPLIANCE WITH THE ROAD TRAFFIC ACT

When a service necessitates vehicles or plant travelling or working on a public road, the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he / she is driving or operating.

The contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the engineer or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic. The contractor by accepting this contract shall be deemed to have indemnified the employer and the engineer against any claims, damages and / or costs that may arise in this regard.

B1233 ENVIRONMENTAL IMPACT CONTROL

In addition to aspects of the design which are intended to avoid or reduce environmental impact, and in addition to normal good construction practice expected of the contractor, the following requirements shall also be observed:

- (a) The contractor shall comply with the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (b) Clearing shall be limited to the road prism and, where applicable, to detours, which shall be sited in consultation with the engineer and the local communities.
- (c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not be allowed under any circumstances.
- (e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage shall be set out and the responsible person shall be made aware of the required action. The construction of temporary and/or permanent dams shall be done with the necessary approvals from the Department of Water Affairs and Forestry and the Department of Environmental Affairs and Tourism.
- (f) Bituminous and / or other hazardous products shall not be spoiled on site and shall only be disposed of at licensed authorised disposal facilities.
- (g) Provision shall be made to prevent excessive erosion and siltation throughout the contract and in particular on adjacent land. Should excessive erosion and / or siltation take place outside the road reserve as a direct result of the contractor's construction activities, the contractor shall be responsible for making good the erosion / siltation to the satisfaction of the landowner and the engineer.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

- (h) Invader species of plants shall be controlled.
- (i) Dust and noise pollution shall be restricted to acceptable levels.

No separate payment shall be made for observing these requirements as such payment shall be deemed to be included in the amount tendered for item B13.01(c) (The contractor's general obligations: Time-related obligations). Any avoidable non-compliance with these requirements shall be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item in order to pay for the repairs to any damages.

B1234 SITE DIARY

The Contractor must keep a triplicate site diary on site, which must record the daily site activities, plant, site supervision, rainfall, site visitors, etc. This diary must be filled in daily and signed by the Contractor's Representative.

B1235 SUB-CONTRACTORS

Contractors are encouraged to employ and train emerging subcontractors to undertake labour intensive work such as minor patching, cleaning and other related work.

B1236 SANS BITUMEN SPECIFICATION

Where reference is made in this specification or the standard specifications to SABS bitumen specifications, the latest published national standard shall be applicable.

B1237 PAYMENT

Add the following new payment items

<u>ITEM</u>	<u>UNIT</u>
B12.01 Services	
(a) Provisional sum for existing services to be relocated and/or protected during construction	Prov Sum
(b) Handling costs and profit in respect of subitem B12.01(a) above	%

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Engineer under subitem B12.01(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the relocation and / or protection of the relevant services.

<u>ITEM</u>	<u>UNIT</u>
B12.02 The setting-out of work and protection of beacons	

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

- (a) Provisional sum for existing beacons to be relocated and/or protected during construction.

Prov Sum

- (b) Handling costs and profit in respect of subitem B12.02(a) above. %

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Engineer under subitem B12.02(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the relocation and / or protection of the relevant beacons.

SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS B1302 GENERAL REQUIREMENTS

(c) Legal and contractual requirements and responsibility to the public

Add the following new paragraphs to the end of subclause 1302(c):

"Legislation imposes mutual obligations on the employer and contractor in the performance of their duties to society and to the built and natural environment. To assist the contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, Parts C, D and E are included in section C3.3 Particular Specifications in the project specifications.

The Contractor's general obligations shall also include the training of temporary labour, the management of labour enhanced work, the application of the Compensation for Occupational Injuries and Diseases Act, 1993, and compliance with the requirements of Part C: Environmental Management Specification and Part D: OHSA 1993 Safety Specification contained in section C3.3 Particular Specifications and Part E: Small Contractor Development contained in section C3.3 Particular Specifications."

Part C: Environmental Management Specification contains the environmental management specification for this project. Its provisions regulate the contractor's construction methods so as to ensure responsible conduct with respect to the environment and responsible treatment of the environment relevant to the project. No separate payment mechanism has been made available for the contractor to allow for his compliance with the environmental management specification. The contractor shall therefore include for such costs in the existing pay item B13.01 in section 1300.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Part E: OHS 1993 Health and Safety Specification contains the specifications that regulate the contractor's construction methods so as to ensure the health and safety of his employees and the public. A new pay item B13.02 is included in section 1300 to allow the contractor to make separate provision for the cost of health and safety obligations during the construction process.

Part E: Small Contractor development contains provisions that regulate the contractor's construction processes for compliance with Government's initiatives towards broad-based black economic empowerment. No separate payment mechanism has been made available for the contractor to allow for his compliance with relevant broad-based black economic empowerment legislation. The contractor shall therefore include for such costs in the existing pay item B13.01 in Section 1300. The contractor shall note, however, that compliance with the provisions of Part E may lead to the imposition of penalties as described in clause D1003 (d)."

Add the following new sub-clause:

(d) Emerging Contractors

It is the intention of the client to maximise emerging contractor opportunities on this contract. As such the use of emerging contractors satisfying the requirements of MORETELE LOCAL MUNICIPALITY Registration Process will be used for the Construction of Concrete and Ancillary Works.

The Contractor will put out quotations for the work to be undertaken following the Department's Bid Proposal for Emerging Contractors. The Established Contractor will be responsible for providing all plant and material for the Grade 1 Contractors. A Provisional Sum has been allowed in Section D of the Bill of Quantities under Item D3 for Dayworks Materials.

This contractor will be treated as a Nominated Sub Contractor and therefore attention is drawn to clause 4.4 (4.4.2, 4.4.3 and 4.4.4) (General Conditions of Contract 2015). The nominated sub-contractor will be paid on a monthly basis by the main contractor unless otherwise agreed between the Engineer/subcontractor and main contractor. A detailed record of expenditure, materials, labour and plant shall be required together into supporting documentation. Payment shall only be authorised subsequent to the verification and approval of the quantities and supporting documentation.

B1303 PAYMENT

Add the following at the start of clause 1303:

"All references in clause 1303 to the final value of the work increasing or decreasing by "twenty (20) per cent" in terms of the COLTO general conditions of contract shall be read as increasing or decreasing by "fifteen (15) per cent" in terms of the General Conditions of Contract 2015.

Separate provision has been made in the Schedule of Quantities for the pricing of the contractor's general obligations with regard to Health and Safety."

Refer to the second sentence of the fourth last paragraph of clause 1303, page 1300-2 of the COLTO Standard Specifications and delete the words "from the date on which the contractor has received the letter of acceptance in terms of clause 12 of the general conditions of contract," and replace these words with the following:

"from the Commencement Date in terms of clause 5.2.1 of the General Conditions of Contract 2015,".

Add the following at the end of clause 1303:


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

"The amount payable to the contractor for time-related obligations arising from extensions of time granted by the employer, where the contractor is fairly entitled to such compensation in terms of clause 5.12 of the General Conditions of Contract 2015, shall be calculated as follows:

- (i) The contractor shall apply for the extension of time in terms of the number of working days delay incurred.
- (ii) The number of working days extension of time finally granted shall then be added to the contract by the employer, commencing on the first working day after the day of the original completion date. Nonworking days and special non-working days as defined in the contract data shall not be counted as working days in calculating the extended completion date.
- (iii) The number of calendar days extension of time granted from the original completion date to the extended completion date as calculated in (ii) above shall then be calculated, commencing on the first calendar day after the day of the original completion date.

The following formula shall then be used to calculate the number of months extension of time granted:

No. of months extension of time granted

$$= [(\text{No. of } \underline{\text{calendar}} \text{ days extension of time granted} / 365)] \times 12$$

- (iv) The number of months extension of time granted calculated as in (iii) above shall be the number of additional months measured for payment for time-related obligations under item B13.01(c) as a result of the extensions of time granted.

Note: The number of months extension of time granted calculated as in (iii) above shall also be included in the measurement of any other items scheduled under Sections 1300, 1400, 1500 or elsewhere in the Schedule of Quantities that involve the unit of measurement "month" and that were provided on site for the full duration of the extended period. Where such items were provided for a portion of the extended period only, a pro rata payment shall be made, based on the number of calendar days the item was provided on site after the original completion date divided by the number of calendar days as calculated in (iii) above for the extension of time granted."

B1303 MEASUREMENT AND PAYMENT

Amend the following payment items as follows:

ITEM

UNIT

B13.01	The contractor's general obligations:	
	(a) Fixed obligations	Lump sum
	(c) Time-related obligations	month

Payment of the lump sums tendered under subitems (a) and (b), and the rate per month for subitem (c) shall, for the six subitems together, include full compensation for all the contractors charges in respect of the following items, collectively termed the "contractors" general obligations.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

After the end of subsubclause (iii) in the fourth paragraph of item 13.01, add the following new subsubclauses which further define the contractor's general obligations:

"(iv) (iv) Complying with the requirements and conditions of the additional specifications in Part C: Environment Management Specification.

(vi) (vi) Complying with the requirements and conditions of the additional specification in Part E: Small Contractors development relating to the Government's Broad based economic empowerment initiatives."

Add the following new payment items at the end of clause 1303:

<u>ITEM</u>	<u>UNIT</u>
B13.02 Health and Safety (H&S)	
(a) Fixed obligation for preparation of risk assessment, H&S file.	Lump Sum
(b) Fixed obligation for checking H&S file.	Lump Sum
(c) Time related obligation for updating risk assessment, safe work procedures. month	

Payment of the lump sums tendered under subitems B13.02(a) and (b) and the rate per month for subitem B13.02(c) shall, for the three subitems together, include full compensation for all the contractor's costs in respect of compliance with the OHS Act and Construction Regulations.

Payment of each of the lump sums tendered under subitems B13.02(a) and (b) shall be made in three instalments as specified in the COLTO standard specifications for the payment of the lump sum tendered under subitem 13.01(a).

The tendered rate for subitem B13.02(c) shall be paid as specified in the COLTO standard specifications.

<u>ITEM</u>	<u>UNIT</u>
B13.03 (a) Contract sign boards	No
(b) Information boards	No

The tendered rate shall include full compensation for providing and erecting each contract and information signboard complete (refer to the typical contract signboard face detail shown in Section C4.2 including timber poles and fixings, excavation and backfill, and for dismantling and removing the signboard structures and reinstating the signboard area on completion.

SECTION 1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

 Employer	 Witness 1	 Witness 2	 Contractor	 Witness 1	 Witness 2
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Add to Clause 1501 the following:

The scope of this section shall also include the preparation and submission to the Engineer for approval of traffic management plans. The traffic management plans shall demonstrate how the Contractor intends accommodating and controlling traffic through the site. The plans must incorporate all the requirements of the specifications in respect of the accommodation of traffic, including the traffic control devices and the personnel involved. A traffic safety officer shall be specifically named in the Plan together with 24 hour contact details. Copies of the plans shall be made available to the Engineer, the Employer, Local Authorities, the Police and Emergency Services.

The accommodation of traffic shall generally be undertaken in the following manner:

- (a) Via gravel diversions, where practical in terms of space and the terrain.
- (b) By dealing with traffic under construction where no diversions are possible.
- (c) By diverting traffic along the existing road where the route is being realigned

Add the following to the end of clause 1501:

"Throughout the course of the contract the contractor shall ensure that the works do not prevent service owners or the employer's other contractors from gaining access through the site.

The contractor shall be required to accommodate traffic in the vicinity of the points at which he accesses the site from the existing road network. All movements of the contractor's plant to and from the existing access road at these intersections shall be strictly controlled by means of appropriate signage, delineators, stop / go facilities and flagmen."

B1502 GENERAL REQUIREMENTS

- (a) Safety

Add to Sub-clause 1502(a) the following:

Information in respect of intersections, accesses, bus stops, traffic volumes, pedestrians etc is given in Part B of these Project Specifications.

- (b) Providing Temporary Deviations

Add to Sub-clause 1502(b) the following:

The contractor shall keep the provincial traffic police, the municipal traffic departments and the engineer fully informed with regard to any changes in the normal traffic flow and obtain their approval for these changes.

During the non-working hours, all unnecessary obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed or effectively covered.

It is a condition of this contract that not more than 10 km of deviation should be open to public traffic at any one time, and that not more than three separate deviations should be open at any one time. No additional payments will be made where situations arise that the contractor has deviations cross over the roadway under construction.

C

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(i) Traffic Safety Officer

Add to Sub-clause 1502(i) the following:

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

Delete Sub-clause 1502(i), sub-sub-clauses (ii) and (iii) and replace with the following:

- (ii) Record on neat and dimensioned sketches and submit to the Engineer the position and sign reference number where applicable of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature.

The position of each unit shall be adequately referenced to identifiable permanent features located along the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the Traffic Safety Officer, and shall be signed by the Traffic Safety Officer before being submitted to the Engineer.

The records shall be amended whenever changes are made in the field and the revised detailed sketches shall be submitted to the Engineer. This shall include the recording of the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used."

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9:30 and by 16:30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the Engineer such record sheets by 10:00 and by 17:00 each day. The traffic Safety Officer shall keep a duplicate book for this specific purpose.

The Traffic Safety Officer shall also submit to the Engineer by 10:00 each morning, a record of all matters pertinent to site safety and traffic accommodation throughout the site of works the previous day. He shall also record the daily labour returns of flagmen, stop/go and traffic signal control men employed.

The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and 2 labourers at his disposal 24 hours a day, including public holidays and the shutdown period as instructed by the engineer. He shall also be directly answerable to the Contractor's Site Agent. The Traffic Safety vehicle shall be a truck with a capacity of 1 ton and shall be equipped with a high visibility rear panel. The traffic Safety Officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the Contract.

Add to Sub-clause 1502(i) the following new sub-sub-clauses:

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

Add the following new Sub-clauses to Clause 1502:

(j) Public traffic

C

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the road. All halting of traffic will require the prior approval of the engineer and must be prearranged with the appropriate traffic authorities. In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

C

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2

(a) Failure to comply with provisions

The failure or refusal of the Contractor to provide barricades or traffic signs at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as specified or instructed by the Engineer, shall be sufficient cause for the suspension of all work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Engineer. The above shall be sufficient cause for the Engineer to deduct penalties as follows:

- **A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the Project Specifications.**
- **In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.**
- **Furthermore, failure to comply with the provisions of clause B1502(i) will also result in a pro-rata penalty to be deducted from payment item B15.14 by the engineer.**

The penalties shall be deducted from the payment certificate for the month in which the non-compliance occurs.

(b) Access to work area

Construction traffic will only be permitted to enter or leave the work area at points approved by the Engineer and as clearly indicated on the traffic management plans. When any access point is in use, flagmen shall be provided for each such point. At least two flagmen shall be stationed at the access point to control the movement of construction traffic, and to warn public traffic on both lanes of the existing road. It is not the purpose of these flagmen to stop public traffic flow.

(c) Extension of time for completion

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

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the first sentence of the first paragraph of clause 1503 with the following:

"The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelisation devices, barricades, warning devices and road markings (hereinafter referred to as trafficcontrol facilities) in accordance with these project specifications and as shown on the drawings and in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No.13 - Roadworks, and shall remove them when no longer required.

C

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The contractor shall replace at his own cost any traffic-control facilities that have been damaged, lost or stolen. The contractor shall also remove all bituminous or other foreign material from the traffic-control facilities in order to keep them clean and visible at all times. Traffic-control facilities that can no longer be cleaned effectively shall be replaced with new ones at the cost of the contractor."

Replace the first sentence of the third paragraph of clause 1503 with the following:

"The type of construction, spacing and placement of traffic-control facilities shall be in accordance with the latest edition of Road Signs Note No.13 - Roadworks, these project specifications, the drawings and the South African Road Traffic Signs Manual.

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

(a) Traffic-control devices

Add the following new paragraph after the end of the second paragraph of subclause 1503(a):

"The reduction of the road width to a single lane carrying one-way traffic and controlled by "Stop / Go" boards shall be allowed only during daylight hours in clear weather conditions when work is actively taking place on the road, and such reduction of the road width shall always be accompanied by sufficient on-going watering to keep the dust down at all times on any trafficked gravel surfaces in order to maintain good visibility along the deviation. At least two lanes carrying two-way traffic shall be provided at all other times."

(b) Road signs and barricades

Add the following to the end of subclause 1503(b):

"The contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost or stolen.

The temporary road signs required for this contract shall generally be mounted on poles installed in the ground. Where temporary signs such as delineators are mounted on portable supports, the only permitted method of ballasting such sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent the signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the applicable types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the contract are those designated in Road Signs Note No.13 - Roadworks.

The covering of permanent road signs, if applicable, shall be carried out by utilising a hessian bag which shall be pulled over the sign in the form of a hood and fastened to the sign posts using wire ties. Plastic bags or other materials, and fastening by means of adhesive tape, shall not be permitted for this purpose. The cost of covering permanent road signs shall be deemed to be covered by the tendered rates for items B15.01.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regard to signposting are met and the written approval of the engineer has been obtained. The contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the replacement of damaged or missing items immediately upon discovery, or within three hours of instructions to such effect having been given by the engineer. Delineators shall be of the flexible plastic / rubber reversible variety and not of the rigid metal variety."

C

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(c) Channelization devices and barricades

Add the following paragraphs at the end of subclause 1503(c):

"Delineators shall be manufactured from plastic / rubber materials and shall be adequately ballasted with sand bags to prevent the signs from being blown over by wind or wind turbulence from moving traffic.

Traffic cones shall be manufactured from fluorescent orange or red plastic material, and shall be used only at short term lane deviations during daylight hours. All traffic cones used on deviations shall be 750mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

The use of steel drums as channelization devices shall not be allowed on this Contract. Channelization shall be effected by the use of delineators or cones as detailed in Road Signs Note No. 13 - Roadworks."

(e) Warning devices

Add the following to subclause 1503(e):

"All construction vehicles and plant used on the works shall be equipped with 200mm diameter rotating amber flashing lights and with "Construction Vehicle" warning signs. All vehicles and plant shall obtain a clearance permit from the engineer before being allowed onto the site.

Rotating lights shall have an amber lens of minimum height of 200mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall be switched on as the vehicles decelerate to enter a construction area, while construction vehicles are operating within the accommodation of traffic area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

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

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

The contractor shall apply and maintain to the approval of the engineer such rotating amber lights and warning signs, together with any temporary mounting brackets. Vehicles and plant that do not comply with these requirements shall be removed from the site."

Add the following new subclauses to clause 1503:

(g) Other signs and facilities

The engineer may instruct the contractor to provide any other road sign, reflective tape, etc. not measured in the standard pay items. Such other road signs, reflective tape, etc. shall conform to the requirements of the South African Road Traffic Signs Manual and any other specification provided by the engineer.

C

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The Contractor shall inform the general public of the intended road works, construction period and accommodation of traffic proposal through press releases in local and provincial newspapers. Cones shall be manufactured and positioned in accordance with the details specified on the drawings. All traffic cones and road signs shall be kept clean and visible at all times. All bituminous or other foreign material shall be removed by the Contractor, or the dirty traffic cones and road signs shall be replaced with new ones at the cost of the Contractor, as directed by and to the satisfaction of the Engineer.

(h) High visibility safety vests

The contractor shall ensure that all his own personnel, excluding those who are permanently office bound, all other construction workers on the site, staff of the engineer and visitors are equipped with high visibility reflective safety vests. High visibility reflective safety vests shall be worn at all times when working on or near to the travelled way. High visibility reflective safety vests shall be kept in good condition and any such safety vests that are, in the opinion of the engineer, ineffective shall be replaced immediately by the contractor.

B1505 TEMPORARY DRAINAGE WORKS

Replace the following:

“Clauses 40 and 53” with “Clause 6.4 and 6.5”

B1511 MAINTENANCE OF GRAVEL TEMPORARY DEVIATIONS AND EXISTING GRAVEL ROADS USED AS TEMPORARY DEVIATIONS

Add to Clause 1511 the following:

Where applicable, all references to gravel roads and/or diversions shall also include gravel shoulders used as diversions.

B1517 MEASUREMENT AND PAYMENT

Amend the following payment item:

<u>ITEM</u>		<u>UNIT</u>
B15.01	Accommodating traffic and maintaining temporary deviations	km

Add the following to Payment item 15.01 as follows:

The Engineer will advise the Contractor in writing where control traffic is inadequate. Failure to rectify this within 2 hours will result in a penalty being applied and in payment being reduced. A proportion of the tendered monthly rate will be deducted for each day in any calendar month that traffic control does not meet the requirements of the specification.

Delete the third paragraph and replace with:

The tendered rate shall also include for the preparation of traffic management plans and their submission to the Engineer for approval before the commencement of any construction works. The

C

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

tendered rate shall also include for all costs associated with constructing the road under traffic and for complying with the restricted working.

Amend the following payment item:

<u>ITEM</u>		<u>UNIT</u>
B15.03	Temporary traffic-control facilities:	
	(a) Flagmen	man-day

Add the following:

- 1) Competent staff must be used for controlling traffic, as their actions can affect the the safety of both the road users and road workers.
- 2) Local labour shall be trained during traffic accommodation workshops prior to works being carried out.

Add the following new payment item:

<u>ITEM</u>		<u>UNIT</u>
B15.14	Penalties:	
	(a) (i) Fixed penalty for non compliance of traffic safety No requirements per occurrence	
	(a) (ii) Time related penalty for B15.15 (a)(i) above	Hour

A fixed penalty deduction of R 5000,00 per occurrence shall be applied in terms of subitem B15.15 (a)(i) for every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the project specifications.

In addition to the fixed penalty deduction in item B15.15 (a)(i), a time related penalty deduction of R 500,00 per hour shall be applied in terms of subitem B15.15 (a)(ii) for non-compliance in rectifying any defects in the accommodation of traffic within the allowable time after an instruction to this effect was given by the engineer. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to comply with this instruction within the allowable time, the time-related penalty shall be applied from the time the instruction was given.

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

SECTION 1600: OVERHAUL

B1602 DEFINITIONS

(a) Overhaul material

Add the following to the end of subclause 1602(a):

"Overhaul shall not be measured separately for payment for materials obtained from commercial sources, and the rates tendered for such materials shall be fully inclusive of all haul required."

(b) Overhaul

Delete the first two paragraphs of subclause 1602(b) and replace them with the following:

"Restricted overhaul shall not apply to fill material from cut and borrow and to spoil material from excavations when hauled in excess of a free-haul distance of 0,5 km in respect of haul up to and including 1,0 km, and no measurement and payment for restricted overhaul shall be made under any item in respect of material hauled between or over these distances.

Ordinary overhaul only shall apply in respect of haul in excess of 1,0 km."

Delete the final paragraph of subclause 1602(b) since restricted overhaul shall not apply to the work required under this contract.

(d) Free-haul distance

Delete the second sentence of subclause 1602(d) and replace it with the following:

"This distance shall be 1,0 km in the case of all overhaul materials."

B1603 MEASUREMENT AND PAYMENT

Delete item 16.01 since restricted overhaul shall not apply to the work required under this contract.

Refer to the **Note** immediately below the description of the unit of measurement for item 16.02. Delete the first paragraph of this note since restricted overhaul shall not apply to the work required under this contract.

<u>ITEM</u>		<u>UNIT</u>
B16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ .km
	Delete the first paragraph of the first set of notes.	

SECTION 1700: CLEARING AND GRUBBING

B1704 MEASUREMENT AND PAYMENT

Add to Payment Item 17.01 the following

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

ITEM

UNIT

B17.01 Clearing and grubbing

ha

The tendered rate shall also include full compensation for removal of existing fences, existing concrete side drains, existing edge beams, pipe culvert inlet and outlet structures and kilometre marker posts as instructed by the engineer. Clearing and grubbing for the construction of camp sites shall not be measured separately. Payment shall be regarded as included in the rates tendered for the applicable items for the above-mentioned work.

Within the road reserves clearing and grubbing will only be measured and paid for where required for road works. All topsoil removed in this process must be stockpiled in heaps not exceeding 1 m height for later use during rehabilitation and landscaping.

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- 1) Bush clearing: Medium to Dense Bush.
- 2) Grass clearing: Removal of vegetation to ground surface.
- 3) De-stumping: Removal of stumps and major roots.
- 4) Grubbing: Root removal to 250 mm depth in soft loamy soil.

C

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SECTION 2100: DRAINS

B2107 MEASUREMENT AND PAYMENT

Add the following new Clause after the last paragraph of item 21.02:

<u>ITEM</u>	<u>UNIT</u>
B21.02 Cleaning and shaping existing open drains	m ³
A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction. Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out. The labour intensive activities shall comprise of the following: a) Excavating the material; b) Protecting the existing drainage structures; c) Trimming the floors and sides of the open drains and d) Disposing of material	

<u>ITEM</u>	<u>UNIT</u>
B21.19 Selected backfill material under concrete lined side drains compacted to 93% of modified AASTHO density	m ³
A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction. Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out. The labour intensive activities shall comprise of the following: (a) Breaking down, placing and compacting the material to 150mm layers	

SECTION 2200: PREFABRICATED CULVERTS

B2204 CONSTRUCTION METHODS

Add to Clause 2204 the following:

C

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Generally, prefabricated stormwater drainage pipes and rectangular culverts will be installed using the 'trench method'.

B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

(f) General

Add to Sub-clause 2210(f) the following:

Pipe culverts have been designed to the positions, lengths and elevations shown on the drawings. However, site conditions may dictate that changes are necessary. Any such changes will be agreed with the Engineer and recorded in writing.

B2211 BACKFILLING OF PREFABRICATED CULVERTS

Add to the fourth paragraph of Clause 2211 the following:

Where backfilling is done in the upper layers of the road formation, the quality and strength of the backfill material shall at least match that of the surrounding layers.

B2218 MEASUREMENT AND PAYMENT

Add the following new Clause after the last paragraph of item 22.02:

ITEM

UNIT

B22.02 Backfilling:

(a) Using the excavated material

m³

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- Backfilling under, alongside and covering of the conduits;
- Watering and
- Compacting the backfilling materials to the specified density

Add the following new Clause after the last paragraph of item 22.07:

ITEM

UNIT

B22.07 Cast in situ concrete and formwork:

(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish (Class 20/19)

m³

C

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2

(d) Formwork of concrete under subitem 22.07(c) above (Vertical formwork for F1 surface finish)

m²

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Erecting and removing the formwork;
- b) Constructing the forms; and
- c) Mixing, transporting, placing and compacting concrete

Add the following new Clause after the last paragraph of item 22.10:

ITEM

UNIT

B22.10 Steel reinforcement:

(c) Welded steel fabric

kg

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Cutting, bending;
- b) Welding and
- c) Placing and fixing the steel reinforcement

Add the following new Clause after the last paragraph of item 22.12:

ITEM

UNIT

B22.12 Removing existing concrete:

- (a) Plain concrete
- (b) Reinforced concrete

m³

m³

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Demolition and loading and
- b) Transporting and disposing of the products of the demolition

Add the following new Clause after the last paragraph of item 22.12:

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction. Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Cutting straight grooves

Add the following new Clause after the last paragraph of item 22.17:

ITEM

UNIT

B22.17 Manholes, catchpits, precast inlet and outlet structures complete:

(a) Drop inlets as indicated on drawing SD 0702/A

(i) 0,0 m to 1,0 m deep

(ii) 1,0 m to 2,0 m deep

No

(b) Catchpits as indicated on drawing SD 0703/A

No

(i) 0,0 m to 1,0 m deep

(ii) 1,0 m to 2,0 m deep

No

No

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors,

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Laying of brickwork and
- b) Plastering and benching

Add the following new Clause after the last paragraph of item 22.18:

ITEM

UNIT

B22.18 Brickwork:

m²

(b) 230 mm thick

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Laying of brickwork for headwalls

ITEM

UNIT

B22.21 Accessories:

(a) Manhole covers including frames

(i) Type S1

No

(ii) Type D1

No

C

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS

B2304 CONSTRUCTION

(b) Prefabricated concrete kerbing and channelling

Add to Sub-clause 2304(b) the following:

Kerbing of radius 1m and less shall be cast in situ in accordance with sub-clause 2304(e) and as shown on the drawings.

All precast kerbs shall be provided with continuous in-situ concrete backing (haunching), the cost of which shall be included in the tendered rate.

Dimensions of the triangular-shaped (in cross-section) haunching shall be calculated as follows:

If the difference in levels between the top of the kerb and the sub-base on which the kerb is laid is (h), then the height of the haunch is $2/3h$ and the width of the haunch is h.

Add the following new Sub-clauses to Clause 2304:

(l) Shrinkage joints for cast in-situ concrete work.

Unless shown otherwise on the drawings, cast in situ channels shall be provided with shrinkage joints spaced a maximum of 2m apart. Shrinkage joints shall be constructed so that shrinkage cracks are generated at the joints. Sections of channel which have cracked between shrinkage joints shall be removed and replaced by the contractor at his own cost.

(m) Formwork and finish

All visible edges of cast in-situ channels shall be rounded with a rounding tool.

B2307 MEASUREMENT AND PAYMENT

C


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

Add the following new Clause after the last paragraph of item 23.07:

ITEM

UNIT

B23.07 Trimming of excavations for concrete-lined open drains:

(a) In soft material

m²

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

a) Preparing the areas for placing concrete

Add the following new Clause after the last paragraph of item 23.08:

ITEM

UNIT

B23.08 Concrete lining for open drains:

(a) Cast in situ concrete lining (Class 20/19 for open drains)

m³

(b) Class U2 surface finish to cast in situ concrete (Open Drains)

m²

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

a) Mixing, transporting, placing and compacting concrete

Add the following new Clause after the last paragraph of item 23.09:

ITEM

UNIT

B23.09 Formwork to cast in situ concrete lining for open drains (class F2 surface finish):

(a) To sides with formwork on the internal face only

m²

C

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

(c) To ends of slabs

m²

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works

being carried out.

The labour intensive activities shall comprise of the following:

- a) Erecting and removing the formwork;
- b) Constructing the forms; and
- c) Mixing, transporting, placing and compacting concrete

Add the following new Clause after the last paragraph of item 23.10:

ITEM

UNIT

B23.10 Sealed joints in concrete linings of open drains(Polysulphide sealant)

m

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Sealing the joints

Add the following new Clause after the last paragraph of item 23.12:

ITEM

UNIT

B23.12 Steel reinforcement:

- (c) Welded steel fabric

kg

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The labour intensive activities shall comprise of the following:

- a) Cutting, bending;
- b) Welding and
- c) Placing and fixing the steel reinforcement

SECTION 3200: SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM BORROW PITS, CUTTING AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS

B3204 BREAKING DOWN THE MATERIAL

Replace the following in subclause (b) (iii):

“Clauses 40 and 53” with Clause 6.4”.

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Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

SECTION 3300: MASS EARTHWORKS

B3301 SCOPE

Add to Clause 3301 the following:

The Contractor shall note the restricted nature of the earthworks in general, and where the widening of existing cuts and fills are required in particular. No extra over rates for widening of cuts, widening of fills or for working in restricted areas shall be applicable to this Contract.

B3303 CLASSIFICATION OF CUT AND BORROW

(a) Classes of excavation

Add to Sub-clause 3303(a) the following:

Cut material for fills will, apart from natural in-situ material, also consist of existing fill and pavement layers from the existing road. Excavation from existing fill and pavement layers varies in depth, but no distinction is made between this excavation and excavation in other materials, except for classification as soft, intermediate and hard materials.

Payment items 33.14 and 33.15 will not apply on this Contract.

B3306 CUT AND BORROW

(a) Dimensions of Cuts

Delete the third paragraph from Clause 3306(a), apart from the first sentence thereof.

Add the following:

Cut and borrow to fill will be measured under Item 33.01. The Contractor shall take note of the nature of the earthworks alongside the existing road. No extra over payments will be made in respect of the nature of the site or due to the dimensions of a particular cutting.

C

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B3312 MEASUREMENT AND PAYMENT

General directions

Delete Note (3) Work in Restricted Areas and replace with the following:

On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

Amend the payment items under Clause 3312 as follows:

B33.01 In the description of Item 33.01, delete "free-haul up to 0.5 km" and replace with "free-haul up to 1.0 km."

In the fifth paragraph, referring to the tendered rates, delete the words "free-haul distance of 0.5 km" and replace with "free-haul distance of 1.0 km."

Also in the fifth paragraph, after the words "the cutting of benches" insert the words "including benches in existing fill slopes to be widened."

B33.04 In the description of Item 33.04, delete "free-haul up to 0.5 km" and replace with "free-haul up to 1.0 km."

In the fourth paragraph delete "free-haul distance of 0.5 km" and replace with "free-haul distance of 1.0 km."

B33.07 Ditto above.

C


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add to Clause 3402(a) the following:

The pavement for the road shall consist of:

Subbase	150mm G6 material (Stabilised to C4), from commercial
Upper selected	150mm G7 material, from borrow pit
Lower selected	150mm G9 material, from road prism /stockpile

All layers shall comply with the requirements of Tables 3402/1, 3402/2, 3402/4 and 3402/5 of the Standard Specification. The requirements of Section 3500: Stabilization shall also apply to the relevant layers.

(b) Compaction Requirements

Add to Clause 3402(b) the following:

The compaction requirements of the pavement layers shall be:

Subbase	97% of modified AASHTO density
Upper selected	95% of modified AASHTO density
Lower selected	93% of modified AASHTO density

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3406 the following:

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8200: Quality Control (Scheme 1), Judgement Plan B of the Standard Specifications, as amended in these project specifications.

B3407 MEASUREMENT AND PAYMENT

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas. On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

Add the following new payment item:

ITEM

UNIT

B34.14 Pavement layers constructed from gravel obtained from commercial sources

(b) Gravel subbase (chemically stabilized material) compacted to:

(i) 97% of modified AASHTO density (150mm G5)

m³

The tendered rate shall include full compensation for procuring, breaking down, placing and compacting the material, including transporting the material and its removal, disposal and transporting for a distance of 1km and up to 5% of volume of oversize material and the protection and maintenance of the layer and the conducting of tests, all as specified. Overhaul

C

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

shall not be measured separately for payment of materials obtained from commercial sources, and the rates tendered for such materials shall be fully inclusive of all haul required. Special reference is made to clause B1156 "Commercial Source".

SECTION 3500: STABILIZATION

B3502 MATERIALS

(a) Chemical stabilizing agents

Delete sub-clauses (ii) Ordinary Portland cement and (iii) Portland blast-furnace cement and replace with the following:

"Cement shall comply with the relevant requirements of SANS 50197-1:2000. The use of strength classes greater than 32,5 shall not be permitted."

B3503 CHEMICAL STABILIZATION

(i) Construction limitations

Add to Sub-clause 3503(i) the following:

Cement stabilization shall not be carried out during falling temperatures when the ambient air temperature falls below 7°C or during rising temperatures when the ambient temperature is below 3°C.

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1°C during the first three (3) days after stabilization. The Contractor shall be responsible for taking all measures necessary in this regard and shall especially refrain from stabilizing when such night temperatures are probable.

All stabilized layers which have been damaged by frost or by the formation of ice in the layer shall be removed and replaced by the Contractor at his expense unless agreed otherwise by the Engineer. The Contractor shall make due allowance for these requirements in his construction programme, and no claims in this regard will be considered.

C

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3509 the following:

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8200: Quality Control (Scheme 1), Judgement Plan B of the standard specifications, as amended in these project specifications.

The Contractor shall advise the Engineer at least 24 hours in advance of any stabilization work to enable him to organise and conduct his own control tests.

Where the stabilising agent is to be spread by hand, the pockets of stabilising agent shall be placed on the layer at regular intervals. However, spreading shall not be carried out before the engineer is satisfied that the correct quantity of stabilising agent can be spread.

Stabilised layers shall be covered for curing within 24 hours, as specified. If the stabilised layer is found to have failed, the cover material shall be removed and the layer rectified if instructed by the engineer. No additional payment shall be made for such removal and remedial work.

B3510 MEASUREMENT AND PAYMENT

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas. On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Bill of Quantities.

Add the following note to this payment item:

	<u>ITEM</u>	<u>UNIT</u>
B35.02	Chemical stabilizing agent:	
	(a) Ordinary Portland Cement (SANS 50197-1:2000)	t
The notation used for Portland cement and Portland blast-furnace cement corresponds with the notation specified in SANS 50197-1:2000.		

Add the following new Clause after the last paragraph of item 35.02:

A portion of this work shall include for labour intensive construction. The tenderer shall make allowance for the employment of local labour and/or the labour of local subcontractors, supplemented by the contractor's key personnel for the use of labour intensive construction.

Labour intensive construction specific to these activities shall be carried out subsequent to the training of local labour. Local labour shall be trained during workshops prior to works being carried out.

The labour intensive activities shall comprise of the following:

- a) Placing pockets of the stabilising agent at regular intervals; and
- b) Spreading by hand, under supervision.

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

SECTION 5400: GUARDRAILS

B5402 MATERIALS

(a) Guardrails

Add to Sub-clause 5402 (a) the following:

All holes in guardrail sections shall be drilled prior to galvanising. The Contractor shall submit SABS test certificates certifying the galvanising complies with the specification.

End treatment will involve the dipping of the last 3 sections of guardrails into the ground as detailed on the drawings.

(b) Guardrail posts

Add to Sub-clause 5402 (b) the following:

(i) Timber posts

B5404 REQUIREMENTS

After the first paragraph at the start of Clause 5404, add the following:

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

The vertical tolerance to which the completed guardrail shall comply shall be 3 mm. On straights and on curves the completed guard-rail shall not be out of line by more than 10 mm and 15 mm respectively.

SECTION 5700: ROAD MARKING

B5702 MATERIALS

(a) Paint

(ii) Retro-reflective road-marking paint

Add to Sub-clause 5702(a)(ii) the following:

During actual painting the Contractor shall supply sealed samples of the paint to be used to the Engineer together with details of the paint batch numbers and testing carried out on these particular batches by the paint manufacturer to prove compliance with this specification. These samples shall be kept until the end of the defects liability period.

B5704 MECHANICAL EQUIPMENT FOR PAINTING

Add to Clause 5704 the following:

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The machine shall always operate in the direction of the traffic when applying lane markings.

SECTION 5800: LANDSCAPING AND PLANTING PLANTS B5801 SCOPE AND DEFINITION

(a) Scope

Add to sub-clause 5801(a) the following:

The Contractor shall also note the requirements of the Environmental Management Procedures in Part C of these Project Specifications, with particular reference to the protection of existing trees and shrubs. Due to the nature of the project site, and the erosion which occurs when trees and grasses are removed, existing vegetation shall be disturbed as little as possible.

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Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

SECTION 7400: PATENTED EARTH RETAINING SYSTEMS

7405 MEASUREMENT AND PAYMENT

Add the following payment items:

<u>ITEM</u>	<u>UNIT</u>
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B74.04	Backfill to excavations utilizing:	
	(a) Gravel material obtained from commercial sources compacted to 95% of modified AASHTO density (150mm layer thickness – G7)	m ³

The unit of measurement shall be the cubic metre of backfill material measured in the excavation. The quantity measured shall be calculated from within the neat outlines defined for the excavation and the height to which the backfilling is constructed.

The tendered rate shall include full compensation for furnishing and placing all materials within the entire excavation, transporting the material, preparing, processing, shaping, watering, mixing and compacting the material to the specified densities.

<u>ITEM</u>	<u>UNIT</u>
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B74.05	Chemical stabilization (150mm layer thickness) extra over item B74.04 for unstabilized compacted layer (G7) to achieve 3Mpa UCS	m ³
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The unit of measurement shall be the cubic metre of stabilized material.

The tendered rate for chemical stabilization shall be paid as extra over the rates tendered for constructing the unstabilized layers. The tendered rate shall therefore include full compensation for spreading and mixing the stabilized agent, curing the stabilized sections, any extra water required, and all materials, supervision, labour, plant, equipment, tools and incidentals necessary for completing the specified work, but excluding the costs of supplying the stabilizing agent.

<u>ITEM</u>	<u>UNIT</u>
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B74.06	Fill within restricted area extra over item B74.04	m ³
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The unit of measurement shall be the cubic metre and the quantity shall be taken as the total volume of material within the restricted area.

The tendered rates shall include full compensation for all additional work necessitated by working in the restricted area and the increased density required in the restricted area.

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

B8105 TESTING THE AGGREGATES

Add the following subclause:

(g) Determination of Ethylene Glycol Durability Index

The Ethylene Glycol Durability Index shall be determined as follows:

(i) Apparatus

Suitable pans or basins
Ethylene Glycol Solution
Stirring rod

(ii) Method

Obtain three or more representative samples from the source to be evaluated.

If not already crushed, crush the material in order to obtain sufficient minus 19mm plus 13mm sized aggregate in order to totally cover the bottom of the basin or pan with a single layer of stone. Add sufficient ethylene glycol to each basin ensuring that every aggregate particle is completely submerged.

After soaking for 24 hours, gently stir the aggregate, allow to settle and observe and record the response of the aggregate to the ethylene glycol according to the criteria listed in (iii) below. Continue the above cycle at intervals of 24 hours for a further 4 days, in each case recording the observed response. After 5 days allow the samples to remain submerged in the solution and observe and record the disintegration response after a total period of 15, 30 and 60 days have elapsed.

(iii) Classification of response

After each cycle, classify and record the response of the aggregate as follows:

DISINTEGRATION CLASS

Class 1 : No obvious effects, or only very minor spalling of sand sized particles or very small flakes.

Class 2 : Splitting of rock, accompanied by any other disintegrative effects.

Class 3 : Fracturing (spheroidal and/or internal) without extensive spalling or distortion.

Class 4 : Fracturing (spheroidal and/or internal) with extensive spalling or distortion.

Class 5 : Complete disintegration.

The time factor in the above disintegrative process is classified according to the time taken for the most serious effect of the expansive stresses to occur i.e.

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Employer

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Witness 1

Witness 2

TIME CLASS

Class 4	:	0 - 5 days
Class 3	:	6 - 15 days
Class 2	:	16 - 30 days
Class 1	:	31 - 60 days
Class 0	:	Over 60 days

(iv) Determination of Glycol Durability Index

The Ethylene Durability Index is determined by adding the class number as assigned for the specific disintegrative response observed to the class number as assigned for the period for this response to occur. A durability index ranging from 1 (no response) to 9 (rapid and complete disintegration) is thus determined."

B8110 TESTS RELATING TO CHEMICAL STABILIZATION

Add the following subclause:

(d) The Wet-Dry Durability Test for cement-treated materials using the hand brush method

(i) Scope

This method covers the procedure for determining the soil-cement losses obtained by repeated wetting, drying and hand brushing of hardened soil-cement specimens (see (v)(3).

(ii) Apparatus

- (1) A moisture curing room capable of maintaining a relative humidity of 95 to 100 percent and a temperature of 22 to 25°C, or suitable plastic bags capable of holding specimens and carriers in an air tight condition in a water bath as described in (2) below.
- (2) A suitable water bath with thermostatic control capable of maintaining a temperature of 22 to 25°C.
- (3) A balance to weigh up to 10 kg, accurate to 0.5 g.
- (4) A drying oven capable of maintaining temperatures of $71 \pm 3^{\circ}\text{C}$ and $110 \pm 5^{\circ}\text{C}$.
- (5) A wire scratch brush made of 50 mm by 1.6 mm flat 26 gauge wire bristles assembled in 50 groups of 10 bristles and mounted to form five longitudinal rows and 10 transverse rows on a 200 by 65 mm wooden block.

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

(iii) Method

(1) Preparation of specimens

Prepare specimens in accordance with the procedure described in the Appendix to method A19 in the TMH 1 with the following exceptions:

Use the material passing the 37.5 mm sieve and discard the material remaining on the sieve. Use the apparatus and compaction method as described in TMH 1 method A7 (modified AASHTO).

(2) Curing of specimens

Rapid cure the specimens (see (v)(5)). Alternatively, the specimens may be cured for seven days at a relative humidity of 95% to 100% and a temperature of 22°C to 25°C in a suitable curing room or in plastic bags and a suitable water bath.

(3) Wetting, drying and brushing

After curing, remove the specimens from the curing room or plastic bags, allow to cool if necessary, and submerge them in water at room temperature for a period of five hours.

Remove the specimens from the water and place them in an oven at 71°C for 42 hours.

L = soil-cement loss (%)

W = original calculated oven-dry mass (g) (calculated according to paragraph 3.5 in the Appendix to method A19 in the TMH 1).

M = final oven-dry mass (g).

(2) The percentage loss shall be calculated and reported to the nearest 0.1 percent. The results are normally required for designing a mix and are reported graphically against relevant cement contents.

(v) Notes

(1) Mass determination of the specimens before and after brushing are usually made at the end of each cycle during research or special investigations.

(2) If it not possible to run the cycle continuously because of Sundays or holidays or for any other reason, the specimens should be held in the oven during the lay-over period.

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- (3) The test was originally developed to determine wet-dry durability of cement-treated material.

Remove the specimens from the oven. Give each specimen two firm strokes on all areas with the wire scratch brush. The brush must be held parallel to the long axis of the specimen or parallel to the ends as required to cover all areas of the specimen. Apply these strokes to the full height and width of each specimen with a firm stroke corresponding to approximately 13.5 kN force (see note (v)(2)).

- (4) Determination of soil-cement losses

After 12 cycles, dry the specimens to constant mass at 100°C and determine the oven dry mass of the specimens. The data collected will permit the calculation of the soil-cement losses of the specimens after the prescribed 12 cycle test.

(ii) Calculations

- (1) Calculate the soil-cement loss of the specimens as a percentage of the original oven-dry mass of the specimens as follows:

$$L = \frac{W - M}{W} * 100$$

Where

It can, however, be used with equal success on material tested with other chemical stabilizers, for example lime, or mixes of lime and milled blast furnace slag, or cement and milled blast furnace slag.

- (4) The pressure is measured as follows:

Clamp a specimen in a vertical position on the edge of a platform scale and zero the scale. Apply vertical brushing strokes to the specimen and note the force necessary to register approximately 1.36 kg.

Rapid curing:

Seal each specimen air tight in a suitable container or plastic bag. Carefully place the briquettes on suitable holders or in pans and place in the oven at the relevant temperature and period given below:

<u>Stabilizing agent</u>	<u>Temp (° C)</u>	<u>Time (Hours)</u>
CEM 11 B-S	70 - 75	24 ± 0.5
CEM 11 1A	70 - 75	24 ± 0.5
Lime	60 ± 2	45 ± 1
Lime/FA	60 ± 2	45 ± 1
Lime/MBFS	60 ± 2	45 ± 1"

B8117 MEASUREMENT AND PAYMENT

Replace item 81.02 with the following sub-items B81.02(a) and (b) which shall be used to cover payments to the commercial laboratories and specialised testing firms carrying out acceptance control testing as directed by the Engineer.

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

<u>ITEM</u>	<u>UNIT</u>
B81.02	Acceptance control testing as requested by the engineer
(a) Cost of Testing	Prov Sum
(b) Contractor's handling costs, profit and all other charges in respect of sub item B81.02 (a)	%

The provisional sum provided to cover the cost of special tests as requested by the Engineer in terms of clause 8115 shall be expended in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Engineer under the Provisional Sum B81.02(a), and shall include full compensation for the handling costs of the Contractor, and the profit in connection with providing the specified testing service."

SECTION 8200: QUALITY CONTROL (SCHEME 1)

B8201 SCOPE

Add the following to the end of clause 8201:

"Quality Control Scheme 1, Judgement Plan B shall be applicable to this contract."

B8206 JUDGEMENT PLAN B

Notes (Table 8206/3)

(1) Asphalt base or surfacing: Specifications limits for:

(c) Voids

Delete and replace with the following:

"Ls = specified values -1.0% points
L's = specified values + 1.0% points"

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C3.3: PARTICULAR SPECIFICATIONS

In addition to the Standard Specifications and the Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter:

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION	C121
PART D: OHSA 1993 HEALTH AND SAFETY SPECIFICATION	C135
PART E: SMALL CONTRACTOR DEVELOPMENT	C130

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C3.3 PARTICULAR SPECIFICATIONS

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C.1 General

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

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

C.2 Training and Induction of Employees

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

C.3 Complaints Register and Environmental Incident Book

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

The following information must be recorded:

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

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

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

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

C.4 Site Cleanliness and Neatness

- ☐ Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- ☐ The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- ☐ All materials, equipment, plant and vehicles must be stored within the construction camp.
- ☐ A dedicated area must be made available for construction staff to change and store their personal belongings.

C.5 Access

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

C.6 Borrow Pits

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

C.7 Dust Control / Air Quality

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

C.8 Fauna

- ☐ Contractor staff may not chase, catch or kill animals encountered during construction.

C.9 Fire Prevention and Control

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

C.10 Grave Sites

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

C.11 Materials Handling and Spills Management

- ☐ Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.

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- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book. **C.12 Noise**
- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C.13 Pollution Control

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

C.14 Rivers and Streams

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

C.15 Safety

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

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Witness 1

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Witness 2

C.16 Soil Management

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

C.17 Worker Conduct

Code of Conduct for Construction Personnel:

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

C.18 Traffic Disturbances and Diversions

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

C.19 Vegetation

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

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets, etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C.11 and C.16.

C3.3 PARTICULAR SPECIFICATIONS

PART D: OHSA 1993 HEALTH AND SAFETY SPECIFICATION D1. SCOPE

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

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

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

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

D1.1 Information based on the Employer's baseline risk assessment

The information presented in this subclause D1.1 is based on the Employer's baseline risk assessment prepared specifically for this contract.

This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify,

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

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

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

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

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

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

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

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Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

D2. DEFINITIONS

For the purpose of this contract the following shall apply:

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

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

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

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

D3. TENDERS

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

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

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

D4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

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

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

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

D5. HEALTH AND SAFETY PLAN

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

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

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

D6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

D6.1 Appointments

The Contractor shall appoint in writing all employees.

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

D6.2 Health and safety induction training

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

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

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

D6.3 Medical certificate of fitness

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

D7. APPOINTMENT OF SAFETY PERSONNEL

D7.1 Construction manager

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

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

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

D7.2 Construction health and safety officer

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

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

D7.3 Construction supervisor

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

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

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

D7.4 Health and safety representatives

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

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

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

D7.5 Health and safety committee

In terms of **Section 19 of the Act (OHSA 1993)**, the Contractor (as employer) shall establish one or more **health and safety committee(s)** where there are two or more health and safety

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

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

D7.6 Competent persons

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

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

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

D8. RECORDS AND REGISTERS

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

D9. CONTRACTOR'S RESPONSIBILITIES

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

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

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

D10. MEASUREMENT AND PAYMENT

C

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

(a) Safety appointments

No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the construction manager, any assistant construction managers, the construction health and safety officer, the construction supervisor, any assistant construction supervisors, health and safety representatives, health and safety committee members and competent persons, all as referred to in subclauses D7.1 to D7.6 above.

The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons.

(b) Records and registers

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

(c) Medical certificates

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

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Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

C3.3 PARTICULAR SPECIFICATIONS

PART E: SMALL CONTRACTOR DEVELOPMENT

E1001 SCOPE

This section covers construction aspects relating to the processes by which the construction industry develops emerging small contractors.

E1002 DEFINITIONS AND APPLICABLE LEGISLATION

(a) Definitions

Unless inconsistent with the context, in these specifications the following terms, words or expressions shall have the meanings hereby assigned to them:

Contract Participation

Contract Participation in terms of this contract is a process by which the Employer implements Government's objectives by setting a target relating to small contractor development which the Contractor shall achieve as a minimum.

Contract Participation Goal (CPG)

Contract Participation Goal is the monetary value of the target set by the Employer in the Contract Participation process.

Contract Participation Performance (CPP)

Contract Participation Performance is the measure of the contractor's progress in achieving CPG.

Targeted Enterprise

A Targeted Enterprise is any company engaged by the Contractor as a subcontractor and which is registered with the Construction Industry Development Board (CIDB) in a grading ranging from 1CE to 3CE and which is registered by the CIDB as a Potentially Emerging (PE).

(b) Applicable Legislation

The following Acts, as amended from time to time, are predominant amongst those which apply to the construction industry and are listed here for reference purposes only:

- The Constitution of South Africa;
- Public Finance Management Act No.1 of 1999;
- Preferential Procurement Policy Framework Act No. 5 of 2000; - Construction Industry Development Board Act No. 38 of 2000; - Broad-Based Black Economic Empowerment Act No.5 of 2003.

E1002 CONTRACT PARTICIPATION

(a) Objective

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Governments objective for this contract in terms of broad-based black economic empowerment initiatives is to develop emerging small contractors that qualify as Targeted Enterprises as defined above.

(b) Contract Participation Targets

Contract participation is the process by which the Employer implements Government's objectives.

The Employer sets a target for construction by specified entities, the rand value of which is based on the services and work undertaken by the specified entities and measured as a percentage of the Contractor's final certified value of work completed (excluding VAT) measured at the date of issue of the Certificate of completion. The contractor is obliged to commit to or exceed the target stated in section C1.2.2 Contract data, Part A: Data provided by the Employer.

(c) Contract Participation Goal (CPG)

The CPG is the monetary value of the target set by the Employer and will be calculated as follows:

$$\text{CPG} = \text{final contract value (excluding VAT)} \times (\text{target \% set by the Employer for Targeted Enterprises}).$$

The final contract value is the total value of certified work measured at the date of issue of the Certificate of Completion.

(d) Contract Participation Performance (CPP)

The CPP is the monetary value of the Contractor's actual progress toward achievement of the CPG calculated as follows:

$$\text{CPP} = \text{total value (excluding VAT) of contribution by Targeted Enterprises}$$

The Contractor's Contract Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the CPG. The basis of monitoring shall be the levels of the individual contributions for Targeted Enterprises. Monthly returns, in a format approved by the Employer, are required from the Contractor and shall be submitted with each interim payment certificate.

To assist in the measurement of CPP, the Contractor shall include in his contract programme details of how he will achieve CPG. The detail shall be provided not later than one month after the Engineer has accepted the original construction programme and shall be updated with every subsequent revision of the programme.

In the event that the Contractor fails to achieve the Contract Participation Goal (CPG) and fails to provide reasons which may be acceptable to the Employer, the Contractor shall be liable for a penalty as prescribed in classes SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract. The penalty shall be calculated as follows:

$$\text{Penalty} = 10\% \text{ of the monetary value by which the achieved monetary value (CPP) falls short of the target monetary value (CPG)}$$

$$= 10\% \text{ of } (\text{CPG} - \text{CPP})$$

The penalty shall be applied on a pro rata basis according to a monthly evaluation of achievements against the programmed utilisation.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(e) Accredited Registration

CPP for Targeted Enterprises shall only be accepted if the respective Targeted Enterprises for which services or work is being claimed as having been performed are registered with the CIDB in one of the defined categories. In addition, documentary evidence that such Targeted Enterprise are registered with the South African Revenue Services (SARS) shall be lodged with the Engineer before the work or service may be considered as having been performed by a Target Enterprise. The responsibility for producing evidence of such registration documentation shall rest with the Contractor.

(f) Record Keeping

The Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each Targeted Enterprise's progress during construction, starting from the award of a subcontract to a Target Enterprise until the successful completion of the subcontract work or termination of the subcontract.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C4: SITE INFORMATION

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C4.1 LOCALITY PLAN

The route in question is located under Moretele Municipality which falls within the jurisdiction of Bojanala Platinum District Municipality, in the North West Province. The locality plan of the Township is illustrated in the Figure below. For reference purposes, the Townships will be referred to as Ward 12 – Mathibestad.



Mathibestad RDP is located in Moretele Local Municipality, within the province of North West. (GPS coordinates: 25°19'01.7"S 28°13'18.4" E). Sub Place 660045002 from Census 2011

Area 1.49 km²

Population: 4,532 (3,044.73 per km²)

Households: 1,669 (1,121.28 per km²)

Weather: 32 °C, Wind N at 5 km/h, 25% Humidity

C4.1.1 Material site investigation

Materials site investigations have been carried out for the existing road and borrow pit areas and all the information will be available during Compulsory site Inspection.

C4.1.2 Pavement and layer works design

The Pavement and layerworks design are based on COLTO TRH 4, and is as specified in the Construction drawing and project specifications.

C4.1.3 Structures – Bridges and Major Culverts

Foundation design – as per construction drawings and project specifications.

Details of structures – as per construction drawings.

C4.1.4 Services

Visible services were identified during the topographic survey and are shown on plans. The contractor will be instructed to expose any services identified during construction.

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The contractor will be responsible for the relocation of services affected by the project works.

C4.1.5 Traffic counts

No Traffic counts in the project area were carried.

C4.2 EXAMPLE OF CONTRACT SIGNBOARD DETAILS

A project notice board, constructed in accordance with the details provided, is to be provided by the Contractor as part of the contract and erected in the position indicated by the Employer's Agent on site. The wording shall be approved prior to signwriting. The board shall remain in place until the end of the defects liability period at which time it shall be removed by the Contractor.

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Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2