

NKOMAZI LOCAL MUNICIPALITY



BID NO: 55/2023

RESURFACING OF ROADS IN DRIEKOPPIES

Issued By:	Prepared By:
Nkomazi Local Municipality Private Bag X101 Malelane 1300 Contact: Name: Mr Mabandla Zitha Telephone: (013) 790 0245	Tshashu Consulting & Project Managers 37 Brown Street, Office F5 Nelspruit 1200 Contact: Name: Mr Bila Mnisi Telephone : (015) 291 4365
Tenderer	
.....	
.....	
Total of the prices inclusive of value added tax: R	

CIDB GRADING CLASS 5CE or higher

CLOSING DATE & TIME: 21 SEPTEMBER 2023 AT 12H00

TENDER DOCUMENT

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T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER



9 Park Street - Malalane
Private Bag X101
Malalane,
1320
Tel: (013) 790 0245
Fax: (013) 790 0886
Customer Care No. (013) 790 0990

www.nkomazi.gov.za

BID NO:55/2023: RESURFACING OF ROADS IN DRIEKOPPIES FOR NKOMAZI LOCAL MUNICIPALITY

The Nkomazi Municipality invites interested parties who are registered as CIDB 5CE or higher to resurface roads in Driekoppies for Nkomazi Local Municipality. Tender documentation with complete details is available upon the payment of a non-refundable amount of **R1 530.00** on each tender document or can be downloaded for free on the e-Tender portal. Tender document(s) will be available as from **17/08/2023** and to be obtained at Nkomazi Local Municipality: Budget and Treasury (Old Malalane Taxi Rank) Impala Street from the Cashiers Desk from **07h45 to 15H30** (Monday-Friday).

An optional or non-compulsory tenderer briefing session will be held on **10H00 24/08/2023** at the Municipal Town Hall Malalane (Kobwa Hall) at Fish Eagle. It is advisable that Service Providers do attend the briefing session though it is not compulsory, but for explanation and clarity purposes service providers are encouraged to attend. It is also important to note that those who will not make it to the briefing would not be penalized, beside they will be allowed to contact the office for clarity.

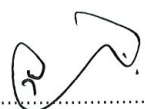
Bidders are advised not to commit fraudulent activities or forge document. All abusers of the SCM system, including or faking of returnable documents, may be reported to SAPS and restricted from doing business with any public institution for a period not exceeding 10 years in line with section 28 and 29 of the prevention and combating of corrupt activities Act 12 of 2004

A preferential system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, no 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

Completed bid documentation must be deposited on/before **12h00 on 21/09/2023** in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender. Tender/bid documentation which is incomplete or filled incorrectly, not filled in on the official bid documentation or which is received after the close of the bids, will be ignored. It must also be noted that tender submitted in a wrong tender box will not be considered.

For Supply Chain enquiries contact Mr. R. Mabuza at 013 790 0386, and for technical enquiries contact Mr. M Sibuyi at 013 790 0245, between 07H15 – 16H00 on working weekdays.


XT MABILA
MUNICIPAL MANAGER

07-08-2023
Date

**PART A:
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NKOMAZI LOCAL MUNICIPALITY

BID NUMBER:	BID NO: 55/2023	CLOSING DATE:	21 SEPTEMBER 2023	CLOSING TIME:	12:00AM
DESCRIPTION	RESURFACING OF SCHOEMANSDAL ROADS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE
BID BOX SITUATED AT (STREET ADDRESS)

NKOMAZI LOCAL MUNICIPALITY, 9 PARK STREET, MALELANE, 1320

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR			
	☐	NAME:			

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

	☐ Yes ☐ No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	[IF YES ENCLOSE PROOF]		[IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Infrastructure Development	DEPARTMENT	Consultant
CONTACT PERSON	Mr Mabandla Zitha	CONTACT PERSON	Bila Mnisi
TELEPHONE NUMBER	013 790 0245	TELEPHONE NUMBER	(015) 291 4365
FACSIMILE NUMBER	013 790 0886	FACSIMILE NUMBER	
E-MAIL ADDRESS	mabandla.zitha@nkomazi.gov.za	E-MAIL ADDRESS	admin@tsconsulting.co.za
DEPARTMENT	Infrastructure Development	DEPARTMENT	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT. 1.6. OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. IS THE BIDDER LIABLE IN THE RSA FOR ANY FORM OF TAXATION
YES ☐ NO ☐

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.2 TENDER SUBMISSION, TERMS AND CONDITIONS

General

- Bids must be in South African rands, fixed price basis including VAT;
- The Nkomazi Local Municipality reserves the right to call interviews with short-listed bidder before final selection;
- The Nkomazi Local Municipality reserves the right to negotiate price with preferred bidder in terms of Clause F.1.6.2;
- Bidders must provide details of physical address and contact numbers to enable the Nkomazi Local Municipality to assess the ability of the bidder to deliver on the submission made;
- A bidder must submit a comprehensive tender and cannot tender for portions of the scope;
- The Nkomazi Local Municipality is not compelled to accept the lowest price offer or any other tender.

Bid Instructions

1. The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
2. Tender document(s) may not be retyped or redrafted. Also, no photocopies of the original document(s) may be used.
3. Tender document(s) may be completed by mechanical devices such as typewriters; alternatively black ink must be used to fill in the document(s).
4. Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
5. Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
6. Tenderer must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.
7. Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.
8. All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
9. Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
10. Nkomazi Local Municipality require as a condition of the bid that the compulsory explanatory meeting be attended by prospective bidders. This requirement will be clearly stated in the tender advertisement as well as in the documentation.
11. Nkomazi Local Municipality requires the furnishing of a non-refundable bid deposit together with the drawing of bid documentation (if applicable). Where such a non-refundable bid deposit is requested in the bid documentation, no bid will be accepted unless such a deposit (or cash) is submitted in the form of a bank cheque payable to Nkomazi Local Municipality before submission of the bid.
12. Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late, and will not be admitted for consideration.
13. The contractor/Service provider shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the council.
14. It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the council.

The following conditions must be complied with:

Failure to comply with the following will render the tenderer liable to rejection:

- All pages must be completed, and all pages form part of the tender document, therefore no page removal is allowed.
- Scratching out / painting over rates / use of correcting fluid is not allowed.
- Failure to attend compulsory site inspections / compulsory briefing sessions in case is required.
- Failure to submit documents required in this document
- Form of tender not filled and signed and all pages of bid documents not initiated.
- Enterprise particulars not provided.
- The bid has been submitted after the closing date and time.
- Failure to initial or sign all Pages of the Tender documents

Compulsory returnable Documents: failure to return documents below is an automatic disqualification with the exception of the BBBEE Status Certificate

- Attend compulsory briefing session
- Attach Copy of SARS Tax Pin or tax clearance certificate
- Copy of Central Supplier Database Registration Report
- Certified copy of Company Registration (CK)
- Certified copy of ID's for all the company directors
- "Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as defined in this bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.
- JV agreements must be completely signed by both companies
- All declarations and authorisations must be duly signed.
- All returnable schedules must be completed
- Certified copy of proof of payment for Municipal rates and taxes or letter from the municipality that indicate that your business is situated in an area in which it does not bill. If the rates and taxes account are not in the names of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.
- Copy of Authority for signatory (Must be in the company letter head)
- Certified Copy of CIDB grading
- Complete the form of offer
- Complete the MBD Forms 4 and 9

Any contract awarded on false information furnished by the bidder, may, without derogating from other remedies available to Nkomazi Local Municipality, be cancelled at the sole discretion of Nkomazi Local Municipality

T1.4 RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents and submit with the complete tender document.

DOCUMENT REF.	DESCRIPTION	ACTION
RETURNABLE SCHEDULES AND CERTIFICATES		
A	Proof of Registration on the National Treasury Centralised Supplier Database (CSD)	Attach
B	Proof of tax compliance status and a valid SARS PIN	Complete/ Attach
C	Bank Rating Letter	Complete/ Attach
D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS	Complete/ Attach
FAILURE TO SUBMIT/FULLY COMPLETE THE BELOW DOCUMENTS WILL RENDER THE TENDER SUBMISSION NON-RESPONSIVE (COMPULSORY RETURNABLES)		
E	Certificate of Attendance at a Tender Site Meeting	Complete
F	Record of Addenda to Tender Documents (If applicable)	Complete
G	Amendments, Qualifications and Alternatives (If applicable)	Attach
H	Certificate of Authority for Signature	Complete
I	Copy Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Disease Act No. 130 of 1993)	Attach
J	Fully Completed MBD Forms: MBD2, MBD3.2, MBD3.3, MBD4, MBD5, MBD6.1, MBD6.2, MBD7.1, MBD7.2, MBD7.3, MBD8, MBD9	Complete
K	Municipal Declaration	Complete
INFORMATION REQUIRED FOR EVALUATION PURPOSES		
L	Key Personnel	Attach
M	Qualifications and Relevant Experience of the Contracts Manager/ Site Agent (Curriculum Vitae Format)	Attach
N	Qualifications and Relevant Experience of the Foreman (Curriculum Vitae Format)	Attach
O	Relevant Experience of the Safety Officer (Curriculum Vitae Format)	Attach
P	Relevant Experience of the Plant Operator (Curriculum Vitae Format)	Attach

DOCUMENT REF.	DESCRIPTION	ACTION
Q	Summary of Tendering Firms Experience (Similar Work and Environment)	Attach
R	Provisional Programme	Attach
S	Schedule of Plant and Equipment/Letter of Intent to Hire	Attach
T	Occupational Health & Safety Plan	Attach
U	Certified CIDB Grading Certificate	Attach

T1.5 TENDER DATA

1.5.1 GENERAL

The Conditions of Tender reproduced are the Standard Conditions of Tender as contained in Annex F of SANS 294 – Construction Procurement Processes, Methods and Procedures which contain references to the Tender Data for details that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data contained hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

1.5.2 TENDER DATA APPLICABLE TO THIS TENDER

F.1.1 The Employer for this Contract is: **NKOMAZI LOCAL MUNICIPALITY**

F.1.2 Tender Documents

(a) **The Tender Document** consists of the following:

TENDER

T1: Tendering Procedures

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

T2: Returnable Documents

T2.1: List of Returnable Documents

T2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

C1.2: Contract Data

Part 2: Pricing Data

C2.1: Pricing Instructions

C2.2: Bill of Quantities

Part 3: Scope of Work

C3: Scope of Work

Part 4: Site Information

C4: Site information

The Tender Document shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

F.1.4 The Employer's Agent is:

Name : **Tshashu Consulting and Project Managers**
Address : 37 Brown Street, Office F5, Nelspruit, 1200
Telephone : (015) 291 4365
Fax : N/A
E-Mail : admin@tsconsulting.co.za

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

The Employer is not obliged to accept the lowest or any tender offer.

F.2.1 Eligibility

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

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

TENDERERS TO TAKE PARTICULAR NOTICE OF THIS CLAUSE AS TENDERERS WHO DO NOT COMPLY HEREWITH WILL NOT BE CONSIDERED ELIGIBLE.

- (f) The Tenderer who cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

F.2.7 Site visit and clarification meeting

An optional or non-compulsory tenderer briefing session and clarification meeting are as follows:

Location: Kobwa Hall, MALELANE Nkomazi Local Municipality

Date : 24 August 2023

Starting time: 10: 00AM

F.2.12 Alternative tenders

If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:

(a) Individual items

Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form G: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.

(b) Alternative designs

Where a Tenderer desires to submit an alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:

- (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for the proper evaluation of the tendered alternative, otherwise the offer will not be considered;
- (ii) Any alternative tender involving modifications to the design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
- (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:
 - Changes in design parameters ordered by the Engineer;
 - Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.
- (iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.
- (v) The priced alternative Bill of Quantities must include an amount equal to 5% of the amount tendered therein to cover the Employer's costs of checking the alternative design offered.

F.2.13 Submitting a Tender Offer**F.2.13.5** Tender offers shall be submitted as an original only.

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.

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

F.2.15 Closing Time

The closing time for submission of Tender Offers is as per the Tender Bulletin.
Telephonic, telegraphic, facsimile, telex, electronic or e-mailed tenders will **not** be accepted.

F.2.16 Tender Validity

All tenders shall remain valid for a period of ninety (90) days after the time and date set for the opening of tenders, or until the Tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the Tenderer may be requested in writing, not later than fourteen (14) days before this validity period will lapse, to extend the validity of this tender for a specific period. The written approval of the Tenderer must then be received before the lapsing of the original validity period, in order to remain valid.

Should a Tenderer –

- Withdraw his tender during the period of its validity; or
- give notice of his inability to execute the contract or fail to execute the contract; or
- fail to sign the contract agreement or furnish the required security within the period fixed in the Contract Data or any extended time agreed to by the Employer;

then he shall be liable for and pay to the Employer –

- all expenses incurred in calling for fresh tenders, if it should be necessary;
- the difference between his tender and any less favourable tender accepted either by fresh tenders being called or by another tender being accepted from those already received;
- any escalation of the final contract price resulting from any delay caused in calling for fresh tenders:

Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.

F.2.19 Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of Tender Documents

Not applicable.

F.2.23 Certificates

The following certified certificates must be provided with the tender (Compulsory):

- Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- Workman's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993);
- Company/CC/Trust/Partnership registration certificates; and
- Certified Copies of Identity Document of company owner/directors.

F.3.5 The two-envelope system **will not** apply to this tender.

F.3.11 Evaluation of Tender Offers

The Mpumalanga Department of Public Works, Roads & Transport has adopted a policy in the legislation applicable to procurement of tenders and management of Construction Contracts. To achieve the Government's community empowerment policies, an environment conducive to emerging and SMME's Contractors has to be created. Therefor the procurement policy adopted by Mpumalanga Department of

Public Works, Roads and Transport will be implemented in this contract to give effect to Section 217(2) of the Constitution and as published in Government Gazette no 16085, dated 23 November 1994.

F.3.11.2 Tenders will be evaluated in a single stage in accordance with the standard tender evaluation Method 2: Financial Offer and preference:

STAGE 1: TEST FOR RESPONSIVENESS/ELIGIBILITY

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

- The tender documentation must be completed and signed in all respects;
- The Contractor must have the required CIDB grading;
- The tender documentation must include all necessary and applicable documentation as listed in F.2.23 above; and
- The tender must comply with the eligibility criteria noted in F.2.1.

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

It is incumbent on the Tenderer to ensure that the returnable documents in T2 are completed in sufficient detail to enable the score to be properly assessed. If the information provided renders a specific criterion not being fully complied with, then the bid will be scored on the next criterion down.

TENDERER'S MUST SCORE A MINIMUM OF 70 POINTS IN ORDER FOR THE BID TO BE ELIGIBLE IN TERMS OF F.2.1 (e).

TECHNICAL EVALUATION CRITERIA

Criterion	Assessment	Points Awarded	Max Score
Construction Team Key Personnel (Forms L, M, N,O)	Site Agent/Contract manager has Certified N.D Civil Engineering or relevant B – degree in Civil Eng (4); NQF 5 (Labour Intensive) Qualification (2); Completed minimum of 5 projects (2), five years' experience (2).	10	30
	General Foreman has Certified Civil Engineering Trade Qualification (4); NQF level 2 Labour intensive Qualification (2); Completed minimum of 3 projects (2); Three years' experience (2).	10	
	Safety Agent with a Certified relevant safety qualification (3); Completed min of 2 projects (1); Three years' experience (1).	05	
	Plant Operator with a Certified relevant trade certificate (2.5); Three years' experience (2.5).	05	
Experience of similar work and environment (Form P)	Company Experience of similar work in the past 7 years; (10 point for each similar successfully completed project with value of R6 million to R10 Million).	10	50
	5 points for each similar completed project with value of R1,5 Million to R6 million)	5	

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	2 points for each similar completed project with value of less than R1,5 Million Certified Appointment letters and Completion Certificates to be submitted as proof.	2	
Company financial Capacity (Form C)	Bank Rating of: C or better - 5; D - 3; E or Lower - 0;		05
Plant and Equipment (Form R)	Grader (Own/Hired) – 4 Road recycler & Soil stabilizer - (Own/Hired) 4 Water Tanker 18 ton (Own/Hired) - 2 10 m3 Tipper Truck (Own/Hired) – 2 20ton Smooth roller / Padfoot - (Own/Hired) 3		15
MAXIMUM SCORE:			100

STAGE 2: FINANCIAL OFFER AND PREFERENCES

All tenders that meet the stage 1 criteria for responsiveness will progress through to the evaluation phase as set out in this tender document.

F.3.11.4 Points scored for price (Contract Value less than R 10 000 000)

The 80/20 preference point system will be used to allocate points for tenders in this category.

It is estimated that tenders on this contract will be evaluated on the 80/20 preference point system.

Annex F: Standard Conditions of Tender

(As contained in Annexure F of Board Notice 12 of 2009: Standards for Uniformity in Construction Procurement)

F.1 General**F.1.1 Actions**

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) **conflict of interest** means any situation in which:

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

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number

of tender evaluation points, as relevant, based on the tender submission that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations**F.2.1 Eligibility**

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

Insurance for this contract is to be supplied by contractor as per the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- F.2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15 Closing time**
- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16 Tender offer validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.2.24 Contract Price Adjustment.

The tender price given is fixed and will not be adjusted for escalation, unless provided for in the contract data. Fluctuations in the foreign currency exchange rate, however, shall be dealt with in the following manner:

1. No change in the tendered rates shall be allowed if the foreign currency (Rand versus US dollar) exchange rate on the date of letter of acceptance, by the client, of this contract has fluctuated up or down by less than or equal to 5% of the base exchange rate. (Refer to note 3 below)
2. Should the foreign currency (Rand versus US Dollar) exchange rate on the date of letter of acceptance, by the client, of this contract have fluctuated up or down by more than 5% of the base exchange rate (See note 3 below), the tendered rates for Section 2 in the Schedule of Quantities shall be adjusted up or down by an amount equal to the difference between the exchange rate on the date of letter of acceptance and the base exchange rate plus or minus 5 %, whichever is applicable.
3. The base foreign currency (Rand versus US dollar) exchange rate shall be the exchange rate determined by the Johannesburg Stock Exchange (JSE) at **4h00 pm** on the Monday before the tender closing date.

F.3 The Employer's undertakings**F.3.1 Respond to requests from the tenderer**

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

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

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until three days before the tender closing

time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions or discrepancies

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

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

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

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

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

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

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

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

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

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

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

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

$$N_Q = W_2 \times S_o / M_s$$

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

T2 Returnable Documents**T2.1 List of Returnable Documents**

The Tenderer must complete the following returnable documents and submit with the complete tender document.

DOCUMENT REF.	DESCRIPTION	ACTION
RETURNABLE SCHEDULES AND CERTIFICATES		
A	Proof of Registration on the National Treasury Centralised Supplier Database (CSD)	Attach
B	Proof of tax compliance status and a valid SARS PIN	Complete/ Attach
C	Bank Rating Letter	Complete/ Attach
D	BBBEE Verification Certificate. In case of Joint Venture (JV); B-BBEE must be SANAS approved	Attach
FAILURE TO SUBMIT/FULLY COMPLETE THE BELOW DOCUMENTS WILL RENDER THE TENDER SUBMISSION NON-RESPONSIVE (COMPULSORY RETURNABLES)		
E	Certificate of Attendance at a Tender Site Meeting	Complete
F	Record of Addenda to Tender Documents (If applicable)	Complete
G	Amendments, Qualifications and Alternatives (If applicable)	Attach
H	Certificate of Authority for Signature	Complete
I	Copy Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Disease Act No. 130 of 1993)	Attach
J	Fully Completed MBD Forms: MBD2, MBD3.2, MBD3.3, MBD4, MBD5, MBD6.1, MBD7.1, MBD7.2, MBD7.3, MBD8, MBD9	Complete
K	Municipal Declaration	Complete
INFORMATION REQUIRED FOR EVALUATION PURPOSES		
L	Key Personnel	Attach
M	Qualifications and Relevant Experience of the Site Agent/Contracts Manager (Curriculum Vitae Format)	Attach
N	Qualifications and Relevant Experience of the Foreman (Curriculum Vitae Format)	Attach

DOCUME NT REF.	DESCRIPTION	ACTION
O	Relevant Experience of the Safety Officer (Curriculum Vitae Format)	Attach
P	Relevant Experience of the Plant Operator (Curriculum Vitae Format)	Attach
Q	Summary of Tendering Firms Experience (Similar Work and Environment)	Attach
R	Provisional Programme & Cash Flow	Attach
S	Schedule of Plant and Equipment/Letter of Intent to Hire	Attach
T	Occupational Health & Safety Plan	Attach
U	Certified CIDB Grading Certificate	Attach

A: CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

Central Supplier Database Registration Number

VALID CSD REPORT:

[Valid CSD report to be attached to this page]

B: PROOF OF TAX COMPLIANCE STATUS AND A VALID SARS PIN

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Valid Tax clearance certificate / Central Supplier Database Registration Number

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 6 months from date of issue.

Each party to a Consortium/Joint Venture/Sub-contractors must complete a separate Tax Clearance Certificate.

TAX CLEARANCE CERTIFICATE / SARS PIN

[Tax Clearance Certificate obtained/ PIN from SARS to be attached to this page]

C: BANK RATING AND CONFIRMATION OF BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

NAME OF TENDERER						
NAME OF ACCOUNT HOLDER AT BANK						
TYPE OF ACCOUNT (Please tick)	CURRENT/CHEQUE	☐	SAVINGS	☐	TRANSMISSION	☐
BANK						
BRANCH NAME						
ACCOUNT NUMBER						
BRANCH CODE						
BANK RANKING CODE						
BANK TELEPHONE NO						
BANK ADDRESS						
NAME OF BANK MANAGER						
TELEPHONE NUMBER						
FAX NUMBER						
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK						
CREDIT FACILITIES AVAILABLE (State Amount)						

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

DATE:

D: REGISTRATION CERTIFICATES OF AN ENTITY**ENTITY REGISTRATION:**

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships and ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement clearly setting out the roles and responsibilities of the parties must be included with particular reference to the guarantees required in terms of the Contract Data. The Joint Venture Agreement must also clearly indicate how payment is to be effected to the entity and distributed to the parties]

CIDB REGISTRATION:

Tenderer's must also indicate their CIDB registration details in the space provided.

(If not registered, attach proof that the enterprise can be registered with the CIDB within 10 days)

Registered Name	Registration Number

BBBEE CERTIFICATION:

The Tenderer must also attach hereto a certified copy of their B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS).

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

DATE:

E: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*)

of (*address*).....

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

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 person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity:

F: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

AD D. No.	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

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

DATE:

G: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes: (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*

(2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Note: The tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced

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

H: CERTIFICATE OF AUTHORITY FOR SIGNATURE OF AN ENTITY

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

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of
, hereby confirm by resolution of the Board
 (copy attached) taken on 20....., that

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:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

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

.....hereby authorise Mr/Ms

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

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

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.*

(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.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) 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 Noand 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.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

I: WORKMANS' COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)

[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]

J: RETURNABLE SCHEDULE REQUIRED ONLY FOR TENDER EVALUATION PURPOSES, FORMS (MBD Forms)

MBD2:	Tax Clearance Certificate Requirements
MBD3:	Pricing Schedule–Non–firm prices
MBD4:	Declaration of Interest
MBD5:	Declaration for procurement above R10m (all applicable taxes included)
MBD6.1 :	Preference Points claim form in terms of the preferential procurement regulations 2011
MBD7.1 :	Contract form–purchase of goods/works
MBD7.2 :	Contract Form–rendering of services
MBD7.3 :	Contract Form–Sale of Goods/Works
MBD8:	Declaration of bidder's past Supply Chain Management Practices
MBD9:	Certificate of Independent bid determination

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate must be submitted together with the bid. Failure to submit the Tax Clearance Certificate will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-------------	----------	-------------	--

-
- Required by:
 - At:
.....
 - Brand and Model
 - Country of Origin
.....
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/Not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder..... number.....	Bid
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
NO.		** (ALL APPLICABLE TAXES
INCUDED)		

- Required by:
- At:
- Brand and model
-
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
 (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
 R1o, R2o = Index figure at time of bidding.
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price QUOTATION, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full Name of bidder or his or her representative:

.....

- 2.2 Identity Number:

.....

- 2.3 Position occupied in the Company (director, trustee, shareholder²):

.....

- 2.4 Company Registration Number:

.....

- 2.5 Tax Reference Number:

.....

- 2.2 VAT Registration Number:

.....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.2.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

.....

.....

Any other particulars:

.....

.....

.....

2.2.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.2.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.2.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.3 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.3.1 If so, furnish particulars:

.....

.....

.....

2.4 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

.....

Signature

Date

.....

Position

.....

Name of bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1. Are you by law required to prepare annual financial statements for auditing? *YES / NO

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. *YES / NO

.....

.....

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

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

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 particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

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.)

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	100% Black owned enterprises within the definition of the HDI	2	
2.	At least 30% women owned enterprises	2	
3.	At least 30% youth owned enterprises	2	
4.	At least 30% enterprises people living with disabilities	2	
5.	Enterprises regarded as EMEs located within the District Municipality	2	
6	Corporate Social Investment (CSI) Plan. (see notes below)	5	
7	2 points for enterprises who will sub-contract minimum of 30% of the contract value to EMEs in the ward or local communities where the services to be rendered of works to be undertaken	2	
8	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership	3	

Nkomazi Local Municipality will utilize the CSD report for the above-mentioned information

Corporate Social Investment (CSI)

NB: The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the Municipality with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

1. DECLARATION WITH REGARD TO COMPANY/FIRM

1.1 Name of company/firm:.....

1.2 VAT registration number:.....

1.3 Company registration number:.....

1.4 TYPE OF COMPANY/ FIRM☐ Partnership/Joint Venture / Consortium☐ One person business/sole propriety☐ Close corporation☐ Company☐ (Pty) Limited

[TICK APPLICABLE BOX]

1.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

1.6 COMPANY CLASSIFICATION☐ Manufacturer☐ Supplier☐ Professional service provider☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... 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 time of 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);
 - Technical Specification(s);
 - 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 goods and/or works 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.

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)

PACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

.....

2.

.....

DATE:

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity
as.....
accept your bid under reference numberdated.....for the supply of
goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	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.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1.

2.

DATE:

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 (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... 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:

- (iv) 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;
- (v) General Conditions of Contract; and
- (vi) 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.

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.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:.....

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (vii) Bidding documents, viz
- Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
- (viii) General Conditions of Contract; and
- (ix) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(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.

5. I undertake to make payment for the goods/works as specified in the bidding documents.

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

7. 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 - SALE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE SELLER)**

4. I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).

5. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP


WITNESSES

3.

4.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) 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.
 - 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 SBD 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 (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

K: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no) ?

Attach separate page as necessary

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) *(tick one of the boxes):*

- ☐ the enterprise **is not** required by law to prepare annual financial statements for auditing
- ☐ the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / have 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 *(ie: all municipal accounts are paid up to date);*

3) source of goods and / or services :

(tick one of the boxes and insert percentages if applicable):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred the Republic is . %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed

Date

Name

Position

Enterprise name

L: KEY PERSONNEL

In terms of the Project Specification, all unskilled workers are to be locally sourced.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractor's Organisation		Key Personnel to be imported if not available locally		Unskilled Personnel to be recruited from local community	
	PDI	NON-PDI	PDI	NON-PDI	PDI	NON-PDI

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

DATE:

M: CURRICULUM VITAE OF KEY PERSONNEL – CONSTRUCTION MANAGER (CM)

The success of this project will largely depend on the ability of the **Key Personnel** to manage local resources that are largely unskilled. The Tenderer must indicate who they intend using for this function and must list the incumbent's experience.

Failure to provide proof of a suitable candidate to manage the work on a permanent basis on site during the currency of the contract will result in dis-qualification in terms of Clause F.2.1.

Construction Manager (CM):	Years with firm:
Qualifications:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	
(Indicate no of years' experience)	

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

DATE:

Site Foremen:	Years with firm:
Qualifications:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	
(Indicate no of years' experience)	

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

O: CURRICULUM VITAE OF KEY PERSONNEL – OHS OFFICER

OHS Officer:	Years with firm:
Qualifications:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	
(Indicate no of years' experience)	

Operator:	Years with firm:
Qualifications:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	
(Indicate no of years' experience)	

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

DATE:

Q: SCHEDULE OF TENDERING FIRM'S EXPERIENCE (SIMILAR WORK AND ENVIRONMENT)***[REFER TO THE TENDER DATA FOR THE SCOPE OF WORK]***

PROJECT NAME	DESCRIPTION	VALUE	REFERENCE

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

R: PROVISIONAL PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this tender.

The programme must indicate all key activities, time frames and must clearly demonstrate the Tenderer's understanding of the scope of works.

The competency and clarity of the programme will help to inform the Employer's assessment of the Tenderer's eligibility to execute the contract.

PROGRAMME

ACTIVITY **WEEKS / MONTHS**

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

S: SCHEDULE OF PLANT AND EQUIPMENT

It is important that the Tenderer be able to demonstrate that he/she has adequate plant and equipment to efficiently execute the proposed scope of works.

The Tenderer's response to this section will be used in assessing the eligibility of the tender offer.

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

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

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

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

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

DATE:

T: CONTRACTOR/SERVICE PROVIDER'S HEALTH AND SAFETY DECLARATION

In terms of the Occupational Health and Safety Act No 85 of 1993 a Contractor may only be appointed to perform key services if the *Purchaser* is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the provisions of the Act.

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) herein after referred to as the "Act"
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the services specified under this contract in compliance with 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	*Yes / No
(b)	From my own resources still to be appointed or trained until competency is achieved	*Yes / No
(c)	From outside sources by appointment of competent specialist subcontractors	*Yes / No

(* = *delete whatever is not applicable*)

4. I confirm that copies of my company's approved Health and Safety Plan, will at all times be available for inspection by the *Purchaser's* personnel, Nkomazi Local Municipality officials and inspectors of the Department of Labour.
5. 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 Act and that I will be liable for any penalties that may be applied for failure to comply with the provisions of the Act.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the *Purchaser* will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may as a result be rejected at the discretion of the *Purchaser*.

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

DATE:

U: CERTIFIED CIDB GRADING CERTIFICATE

CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

PART C4: SITE INFORMATION

RESURFACING OF ROADS IN DRIEKOPPIES FOR NKOMAZI LOCAL MUNICIPALITY

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RESURFACING OF ROADS IN DRIEKOPPIES FOR NKOMAZI LOCAL MUNICIPALITY**C1.1 Form of Offer and Acceptance****Offer**

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

BID NUMBER: 55/2023

RESURFACING OF ROADS IN DRIEKOPPIES FOR NKOMAZI LOCAL MUNICIPALITY

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

..... Rand (in words);

R

.....

(in figures)

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

Signature Block: Tenderer	
Signature	Date
Name	
Capacity	
Name of organization.	
.....	
Address of organization	
.....	

.....
.....

Signature of witnessDate

Name of witness
.....

C1.1 Form of Offer and Acceptance (Continued)**Acceptance**

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

The terms of the Contract, are contained in:

Part C1: Agreements and Contract Data, (which includes this agreement).

Part C2: Pricing Data.

Part C3: Scope of Work.

Part C4: Site Information.

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

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

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

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

Signature Block: Employer

Signature	Date
Name	
Capacity	
for the Employer	
Signature of witness	Date
Name of witness	
.....	

Notes:

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

1 Subject

Details

.....

.....

2 Subject

Details

.....

.....

3 Subject

Details

.....

.....

4 Subject

Details

...

.....

....

.....

....

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

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

C1.1 Form of Offer and Acceptance (continued)

For the Tenderer:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organization)

Name &
signature of
Witness

For the Employer:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organization)

Name &
signature of
Witness

Confirmation of Receipt

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

the (day)
of (month)
20. (year)
at(place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

RESURFACING OF ROADS IN DRIEKOPPIES FOR NKOMAZI LOCAL MUNICIPALITY**C1.2 Contract Data**

Section 1.01 The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, is applicable to this Contract. Copies of these conditions of Contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the Contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of Contract.

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

RESURFACING OF ROADS IN DRIEKOPPIES FOR NKOMAZI LOCAL MUNICIPALITY

BID NO: 55/2023

C1.2.1: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

- 1. GENERAL**
- 2. APPENDIX A: TRANSFER OF RIGHTS**

C1.2.1 CONDITIONS OF CONTRACT**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 (Short title: “**General Conditions of Contract 2015**”) and can be obtained from:

SAICE

Waterfall Park
 Howick Gardens
 Vorna Valley Halfway House
 Becker Street
 MIDRAND
 1685
 Gauteng Province
 Tel: (011) 805-5947/8
 Fax: (011) 805-5971.

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under “Special Conditions of Contract”.

SPECIAL CONDITIONS OF CONTRACT**1. GENERAL**

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

The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or sub clause in the General Conditions of Conditions 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 General Conditions, and an appropriate heading.

Clause no.	Description
SCC 6.11	Replace the Heading with “ VARIATIONS EXCEEDING 20 PERCENT ”
SCC 6.11.1.3	Replace the wording: “ <i>greater than 15 percent</i> ” with “ <i>greater than 20 percent</i> ”.

APPENDIX A: 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:

Contract No: for (contract title)

.....

.....

.....

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

..... of (name of Contractor)

.....

duly authorized 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.

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 2010.

C1.2.2 PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER

The following Contract specific data are applicable to this Contract.

REFERENCE CONTRACT SPECIFIC DATA BY THE EMPLOYER**Clause**

- 1.1.1.13 The Defects Liability Period is **12 months** (*measured from the date of the Certificate of Completion*).
- 1.1.1.14 The time for achieving Practical Completion will be **3 months** (*Measured from the Commencement Date*).
- 1.1.1.15 The name of the Employer is: **Nkomazi Local Municipality**
- 1.1.1.16 The Engineer is: **Tshashu Consulting & Project Managers** represented by a Director duly authorized thereto in writing.
- 1.1.1.26 The Pricing Strategy is: Re-measurement Contract
- 1.2.1.2 The Employer's address for receipt of communications is:
- Physical address:
 Telephone: 013 790 0245
 Facsimile: 013 790 0886
 Address (physical): 9 Park Street, Malelane, 1320
 Address (postal): Private Bag X101, Malelane, 1320
- 1.2.1.2 The Engineer's address for receipt of communications is:
- Postal address:
 Private Bag X025
 Lyon Ridge
 0040
- Telephone: (015) 291 4365
- 5.3.1 The documentation required before commencement with Works execution are:
- Health and Safety Plan (Refer to Clause 4.3)
 Initial programme (Refer to Clause 5.6)
 Security (Refer to Clause 6.2)
 Insurance (Refer to Clause 8.6)
- 3.1.3 The Engineer is required to obtain the specific approval of the Employer before executing any of the following: The Engineer requires the Clients approval in order to authorize any expenditure in excess of the tender sum excluding contingencies as per Clause 6.4.

- 5.3.2 The time to submit the documentation required before commencement with Works execution is fourteen (14) days after appointment.
- 5.4.2 The access and possession of site shall not be exclusive to the Contractor but as set out in the Site Information.
- 5.8.1 The non-working days are Sundays.
The special non-working days are:
- 1 Public holidays and voting days if published prior to the tender closing date.
 - 2 The year end break commencing and ending on dates as specified by SAFCEC.
- 5.13.1 The penalty for failing to complete the Works within the abovementioned time limit, plus approved extensions of time or condonation thereof is 0.1% of the Contract Sum per calendar day.
- 5.14.1: Practical Completion will be considered when:
- The pipelines are successfully pressure tested and all earthworks are complete.
- 5.16.3 The latent defect period is ten (10) years for civil engineering works
- 6.5.1.2.3 The percentage allowance to cover overhead charges is 10%.
- 6.8.2 Contract Price Adjustment: The Contract shall be subject to Contract Price Adjustment.
- The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.
- The value of "x" is 0.15
- The values of the coefficients are:
- a = 0.2 Labour
b = 0.35 Contractor's equipment
c = 0.35 Material
d = 0.1 Fuel
- Clause:**
- The Province wherein the larger part of the site is located is: Mpumalanga.
- The applicable industry for the Producer Price Index for material is Diesel
- The area for the Producer Price Index for fuel is: **Belfast, Mpumalanga.** (or closest listed location)
- The base month is: the month prior to the closing of the tender.
- 6.8.3 Price adjustments for variations in the cost of special materials are allowed.

- 6.10.1.5 The percentage advance on materials not yet built into the Permanent Work is 80%.
- 6.10.3 The limit of retention money is 10% of the Contract Sum.
- 8.2.2 The safekeeping of all material paid as material on site not yet built into the works remains the responsibility of the contractor, although ownership rest with the client as per clause 6.10.1.5.
- 8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum is R Nil.
- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 5,000,000.
- 8.6.1.3 The limit of indemnity for liability insurance is R 10 000 000 for any single claim, the number of claims to be unlimited during construction and Defects Liability Period.
- 8.6.1.5 No additional insurance is required
- 10.5.2 Dispute resolution is to be by means of ad-hoc adjudication
- 10.5.3 The number of Adjudication Board Members to be appointed is three.
- 10.7.1 Disputes to be referred for final settlement to arbitration

PART B: DATA PROVIDED BY THE CONTRACTOR**Clause**

1.1.1.9 Name of Contractor:

.....

1.2.1.2 The Contractor's address for receipt of communications is:

Physical address:

Postal address:

.....

.....

.....

.....

.....

.....

.....

.....

Telephone:

Fax:

E-mail:

6.2.1 The security to be provided by the Contractor shall be:

Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works

C1.3 Form of Guarantee - Pro Forma**Appendix C:****General Conditions of Contract for Construction Works, Third Edition (2015)****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:

“Employer's Agent” means:

.....

“Works” means:

“Site” means:

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

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

Amount in words:

.....

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

Amount in words:

.....

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

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

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R.....

(Amount in words

.....)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R.....

(Amount in words

.....)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

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

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

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

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

- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) Days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, 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:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

.....

Guarantor's signatory (1)

Capacity

...

Guarantor's signatory (2)

.....

Capacity

.....

Witness signatory (1)

Witness signatory (2)

C1.4: Agreement with Adjudicator:

This agreement is made on the.....day of 20.....between: the Employer
 (name of company / organisation).....
 of (address).....
and the Contractor
 (name of company / organisation)
 of (address).....
 (hereinafter
 called **the Parties**)

and

(name).....
 of (address)
 (hereinafter
 called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....
 and known as (Insert Contract number)
 (Contract title).....

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB
 Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been
 requested to act.

(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

(Signature): (Signature): (Signature):

Name: **Name:** **Name:**

who warrants that he/ she is
duly authorised to sign for and
on behalf of the **First Party** in
the presence of

who warrants that he/ she is
duly authorised to sign for
and on behalf of the **Second
Party** in the presence of

the **Adjudicator** in the
presence of

Witness:**Witness:****Witness:**

(Signature).....

(Signature).....

(Signature).....

Name: **Name:** **Name:**

Address: **Address:** **Address:**

.....

.....

.....

.....

Date: **Date:** **Date:**

C1.5: Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993

THIS AGREEMENT is made between **the Nkomazi Local Municipality**

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

.....
in his capacity as: ;

AND:

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

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS:

1. The Municipality and the mandatory entered into a written, alternatively oral agreement on the.....Day of20..... in terms of which the Mandatory undertook to carry out the following work for the Municipality, viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

(The said contract work is hereinafter referred to as the **Work**)

2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.

3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.

4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

THE PARTIES AGREE AS FOLLOWS**1. WRITTEN AGREEMENT**

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

2. ACKNOWLEDGEMENT BY THE MANDATORY

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

3. UNDERTAKING BY MANDATORY

(a) The Mandatory hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works

(b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

4. PERSONAL PROTECTIVE EQUIPMENT

(a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.

(b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.

(c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.

(d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Nkomazi Municipality is compulsory.

(e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

5. FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6. SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatory without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed beforehand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools, or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7. SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Town Clerk of the Municipality shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools, and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8. EXCAVATIONS

Written permission for excavations shall be obtained from the City Engineer of the Municipality and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly, and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

9. RESTRICTION TO WORKPLACE

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10. SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Municipality is available for consultation and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder, or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub-contractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12. FIRST AID

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organisations:

- | | |
|---|---------------------------------|
| A | South-African Red Cross Society |
| B | St. John's Ambulance Foundation |
| C | South-African First-Aid League |

A notice indicating where the first-aid box is kept as well as the name of the person in charge, shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14. COMPLETION OF WORK

Before the mandatory or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

15. SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

16. BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is warned that no behaviour that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

17. INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any transgression of this nature.

18. CONFIDENTIALLY

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatory shall inform the Municipality immediately should any such documents or sketches become lost.

19. INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

(a) The Mandatory is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.

(b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the mandatory

(c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

20. AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

21. JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

PARTICULARS OF THE MANDATORY

Name (Mandatory) _____

C.E.O. (Section 16(1)) _____

ID NO _____

Designation _____

Name of Business _____

Address of Business _____

Tel number (h) _____ (w) _____ e-mail _____

Number of employees employed _____

Registration number as allocated to the Mandatory by the Workman's Compensation Commissioner

Date allocated _____

Thus done and signed on this _____ day of _____ 20 _____

As witnesses:

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MANDATORY

Thus done and signed on this _____ day of _____ 20____

As witnesses

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MUNICIPALITY

Acknowledgement of receipt of the agreement:

THE MANDATORY

RESURFACING OF DRIEKOPPIES ROADS IN NKOMAZI LOCAL MUNICIPALITY**BID: NKO 28/2021****C2 PRICING DATA****C2.1 Pricing Instructions**

1. Measurement and payment shall be in accordance with the relevant provisions of the SANS1200 Specification as amended in the Scope of Works subject to the variations and amendments contained in the Section C3.5 Project Specifications.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of Part C3: Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified.

Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the Employer's Agent shall direct the applicable requirements.

The clauses in a specification in which further information regarding the listed items in the Bill of Quantities can be obtained appear under "Payment Reference" column.

The reference clauses indicated are not necessarily the only sources of information in respect of billed items. Further information and set specifications may be found in Section C3.5 Project Specifications. Standardised Specifications are identified by the letter or letters which follow "SANS" in the SANS 1200 series of specifications, e.g. G for SABS 1200 G.

Unless otherwise stated, items are measured net in accordance with the drawings and no allowance is made for waste. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due only.

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

It will be assumed that prices included in these Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org or www.iso.org for information on standards).

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items

A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities and recorded as zero. A single lump sum will apply should a number of items be grouped together for pricing purposes.

Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

2. The units of measurement described in these Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

Ha	=	hectare
h	=	hour
kℓ	=	kilolitre
kg	=	kilogram
km	=	kilometre
kW	=	kilowatt
km-pass	=	kilometre pass
MN	=	Mega Newton
kPa	=	kilopascal
MN.m	=	Mega Newton- metre
ℓ	=	litre
%	=	percentage
m	=	metre
PC Sum	=	Prime Cost Sum
mm	=	millimetre
P Sum	=	Provisional Sum
PS/m	=	Provisional Sum per month
PS/d	=	Provisional Sum per day
Sum/wd	=	Sum per working day
m ²	=	square metre
No.	=	number
m ² .pass	=	square metre-pass
R/Only	=	Rate Only
m ³	=	cubic metre
Sum	=	lump sum
m ³ .km	=	cubic metre-kilometre
t	=	ton (1 000 kg)
MPa	=	Mega Pascal
W/day	=	Work day
%	=	percentage
mth	=	month

NOTE: The schedule of quantities shall be completed in **BLACK INK**.

3. For the purpose of these Bills 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 SANS 1200 Standard Specification.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

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

RESURFACING OF ROADS IN DRIEKOPPIES IN NKOMAZI LOCAL MUNICIPALITY

BID NO: 55/2023

C2.2 Bill of Quantities

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS				
B12.03	Relocation and protection of existing services:				
	a) Relocation, including lowering or raising, protection and/or repair of existing services and fences situated within the road reserve which are not allowed for under any other items in the schedule of quantities.	Prov. Sum			R 20 000
	b) Handling cost and profit in respect of sub-item B12.03(a)	%	20 000,00		
B12.04	Provision for a Community Liaison Officer				
	(a) Provisional sum for the payment of the Community Liaison Officer	Prov. Sum			R 28 000
	(b) Handling costs and profit in respect of sub-item B12.01(a)	%	28 000,00		
B12.05	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations				
	(a) Health and Safety Obligations	month	4		
	(b) Special Information Signs	PC Sum			
	(c.) Provision for security guards	PC Sum			
	(d) Handling costs and profit in respect of sub-item B12.01(a)	%			
B12.06	Submission of the Health and Safety File	Lump Sum	1		
12,10	Contract Nameboard (As per drawing)	No	1		
B12.02	Payment of PSC members				
	a) Provisional sum for the payment of PSC members at R1250/month	Prov. Sum			R 5 000
	b) Handling costs and profit in respect of sub-item B12.02(a)	%	5000,00		
1200	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1300	- <u>CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
B13.01	The contractors general obligations :				
	(a) Fixed obligations	Lump sum			
	(b) Value-related obligations	Lump sum			
	(c) Time-related obligations	Month	4		
	The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum.				
1300	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	- <u>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u>				
14,01	Office and laboratory accommodation: The provision of accommodation as specified, including roof, external and internal walls, windows complete with glazing, doors with locks and fittings burglar proofing, painting, floors, fencing, the provision of a 220/250 volt electrical installation with wiring, switchboards, etc, water and sewerage installation, and stores, complete, in accordance with the drawings and specifications, except for items scheduled elsewhere :				
LI	(a) Offices (interior floor space only)	m ²	30		
	(b) Laboratories (interior floor space only)	m ²	12		Rate Only
	(c) Open concrete working floors, 150mm thick	m ²	12		Rate Only
	(d) Roofs over open concrete working floors	m ²	12		Rate Only
	(e) Ablution units	No.	1		
14,02	Office and laboratory furniture:				
	(a) Chairs	No.	3		
	(d) Desks, complete with drawers and locks	No.	2		
	(f) Conference tables	No.	2		
B14.02	Office and laboratory fittings, installations and equipment:				
	(a) Items measured by number :				
	(i) 220/250 volt power points	No.	1		
	(iii) Double 80 watt fluorescent-light fittings complete with ballast and tubes	No.	2		
	(vi) Wash-hand basins complete with taps and drains	No.	1		Rate Only
1400	TOTAL CARRIED FORWARD				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
14,04	AMOUNT BROUGHT FORWARD				
	(xi) Air-conditioning units with, 2,2kW minimum capacity, mounted and with own power connection	No.	1		
	(xiv) General - purpose steel cupboards with shelves	No.	1		
	(xvi) Refrigerators	No.	1		
	(xviii) Voltage stabilizers	No.	1		
	(xix) Automatic level with tripot	No.	1		Rate Only
	(xx) 100m "stylon" steel tape	No.	1		
	(xxi) 5m leveling staff (1cm graduations with bubble)	No.	1		
	(xxii) Windows 11, 15,6-inch full HD IPS display, 8 GB RAM and 512 GB SSD Storage, intel Core i5 1235U Processor, Xe Graphics and 720p HD camera computer and HP Deskjet 840C colour printer.	No.	1		Rate Only
	Car ports				
	Car ports, 3.0m wide and 2,5m high, at offices	No.	1		
	(b) Prime-cost items and items paid for in a lump sum:				
	(ix) Provision of cellular telephones:				
	(1) Provision of cellular telephones	Prov. Sum	1	R 10 000,00	R 10 000,00
B14.06	(2) Cost of calls and other charges	Prov. sum	1	R1000,00	R1000,00
	(3) Handling cost and profit in respect of sub subitem B14.03(b)(ix)(2) above	%		10%	
	(c) Items measured by area:				
	(viii) Notice boards as per dwg. No.	m²	15		Rate Only
	(ix) White board	m²	4		Rate Only
1400	TOTAL CARRIED FORWARD				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B14.07	AMOUNT BROUGHT FORWARD				
	Rented, hotel and other accommodation				
	(a) Provisional sum for providing rented housing, hotel or other accommodation as described in sub subclause 14.03 (c)(ii) including services	Month	4		
	(b) Handling costs and profit in respect of subitem 14.07 (a)	%			
	14,08 Services:				
14,08	(a) Services at offices:				
	(i) Fixed costs	Lump Sum	1		
	(ii) Running costs	Month	4		
14.10	Provision of photostat facilities	Month	4		
1400	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1500	<u>ACCOMMODATION OF TRAFFIC</u>				
B15.01	Accommodating traffic and maintaining temporary deviations including all flagmen required	km	2		
B15.03	Temporary traffic-control facilities: (Note: These items are under the control of the Engineer and will only be used and paid as instructed by the Engineer which are paid under item B15.01)				
LI	(a) Flagmen	man-days	352		
LI	(b) Portable STOP and GO-RY signs	No.	4		
	(e) Road signs, R- and TR-series, 1200 mm dia	No.	5		
	(f) Road signs, TW-series, 1524 mm sides	No.	5		
	(g) Road signs, STW, DTG, TGS and TG-series	No.	3		
	(h) Delineators (TW401 & TW402)				
	(i) Single				
	(1) 800mm x 250mm	No.	10		
	(ii) Double, mounted back to back	No.	0		
	(m) Two-way communication devices	No.	2		
	(n) Provision of high visibility safety jackets and safety hats	No.	6		
B15.14	The provision and maintenance of rotating lights, etc. for the use of the Engineer and his staff				
	(a) Rotating lights	No.	2		
B15.17	Penalty to be conducted for non-compliance with requirements for accommodation of traffic				
	(a) Fixed penalty for occurrence	No.	1		Rate Only
	(b) Time related penalty	hr	1		Rate Only
1500	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1700	<u>CLEARING AND GRUBBING</u>				
B17.01	Clearing and grubbing				
	(a) Normal areas				
	i) Within the road reserve	ha	0		
	ii) In borrow pits	ha			Rate Only
17,02	Removal and grubbing of large trees and tree stumps				
	(a) Girth exceeding 1m up to and including 2m	No.			Rate Only
17,04	Clearing and grubbing at inlets and outlets of				
LI	hydraulic structures	m ²			Rate Only
17,05	Cleaning out of hydraulic structures				
	(a) Pipes with an internal diameter up to and including 600 mm	m ³	30		
LI					
	(b) Pipes with an internal diameter exceeding 750 mm.	m ³			Rate Only
LI					
1700	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1800	- <u>DAYWORKS SCHEDULE</u>				
B18.01	Labourers:				
	(i) Unskilled labour	h	16		
	(ii) Semi-skilled labour	h	16		
	(iii) Skilled labour	h	16		
B18.02	Foreman	h	16		
B18.03	Tipper trucks:				
	(i) 3 - 5 ton	h	8		
	(ii) 5,1 - 10 ton	h	8		
B18.04	Loader (0,5m³)	h	8		
B18.05	Grader (CAT 140G or similar)	h	8		
B18.06	LDV	h	8		
B18.07	Compaction Rollers:				
	(i) Smooth Vibrator roller	h	8		
	(ii) Tamping roller	h	8		
	(iii) Grid roller	h			
B18.08	Hand Controlled Compactors:				
	(i) Pedestrian roller (Bomag BW90)	h	8		
	(ii) Vibratory plate	h	0		
	(iii) Rammers	h	8		
B18.09	Water truck (min. 1000 l)	h	8		
B18.10	Dozer (D7 or similar)	h			
1800	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2100	<u>2100 DRAINS</u>				
21,03	Excavation for subsoil drainage systems (a) Excavating soft material situated within the following depth ranges below surface level: (i) 0 m up to 1,5m	m ³	180		
	(b) Extra over subitem 21.03(a) for excavation in hard material irrespective of depth	m ³	27		
21,04	Impermeable backfilling to sub-soil drainage systems	m ³	108		
21,06	Natural permeable material in subsoil drainage systems (crushed stone) (b) Crushed stone obtained from commercial sources				
	(ii) Coarse grade stone	m ³	27		
21,07	Natural permeable material in subsoil drainage systems (Sand) (b) Sand from commercial sources	m ³	27		
21,08	(b) Flow drain (kaytech or similar approve) (1) Perforated				
	(i) 150mm dia.	m	150		
21,10	Synthetic fibre filter fabric (i) "Kaymat U24 or approved equivalent	m ²			
21,12	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems: (a) Outlet structures	No	4		
2100	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
22,00	<u>2200: PREFABRICATED CULVERTS</u>				
B22.01 LI	Excavation: (a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0m up to 1,5m (ii) Exceeding 1,5m up to 3,0m (b) Extra over subitem 22.01(a) for excavation in hard material irrespective of depth	m³ m³	676 270		
22,02 LI	Backfilling: (a) Using the excavated material (b) Using imported selected material (c) Extra over subitems 22.02(a) and 22.02(b) for soil cement backfilling (3% cement)	m³ m³	202 11		Rate Only
22/B3300	Foundation fill consisting of : (a) Rock fill (b) Crushed-stone fill	m³ m³	24 1		Rate Only
22,03	Concrete pipe culverts: (b) On class B bedding (iii) 600 mm (Class 100D) (iv) 750 mm (Class 100D)	m m	20 1		Rate Only
22,04	Portal and rectangular culverts: (b) On cast in-situ slab (i) 1200mm x 900mm (Class 150S)	m m			Rate Only
22,07	Cast in situ concrete and formwork: (c) In floor slabs for portal or rectangular culverts, including formwork and class U2 surface finish, class 30/19 concrete	m³			Rate Only
2200	TOTAL CARRIED FORWARD				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	AMOUNT BROUGHT FORWARD				
	(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including Class U2 surface finish:				
	(i) Class 25/19 concrete	m ³	10		
	(d) Formwork of concrete under subitem 22.07(c)				
	(i) Vertical formwork for F1 surface finish	m ²	400		Rate Only
	(ii) Vertical formwork for F2 surface finish	m ²	400		Rate Only
22,10	Steel reinforcement:				
	(b) High tensile steel bars	t	2,0		
	(c) Welded steel fabric REF 395	kg	100		
22,17	Manholes, catchpits, precast inlet and outlet structures complete				
	(a) Manholes:				
	(i) Type A	No			Rate Only
	(ii) Type B	No			Rate Only
	(iii) Type C (Junction Box)	No			Rate Only
	(b) Catchpits	No	1		
	(i) Kerb inlet Type 1 (Terminal Kerb Inlet) as per Drawing	No	1		Rate Only
	(ii) Kerb inlet Type 2 (Combination Kerb Inlet/Manhole) as per Drawing No.	No	1		Rate Only
2200	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
23,00	<u>2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u>				
23,01	Concrete Kerbing Class 30/19				
	(a) Figure 8c as shown on the drawings	m	300		
23,04	Cast in situ concrete chutes (measured by components)				
	(a) Concrete class 30/19	m ³	80		
	(b) Formwork to provide class F1 surface finish	m ²	220		
23,05	Inlet and Outlet, transition and similar structures				
LI	(a) Cast in-situ concrete drift (Class 25/19 concrete)				
	(ii) Concrete drift as specified in the drawings	No	3		
	(b) Cast in-situ concrete causeway (Class 25/19 concrete)				
	(ii) Concrete causeway as specified in the drawings	No			Rate Only
23,07	Trimming of excavations for concrete-lined open drains				
LI	(a) In soft material	m ²			Rate Only
B23.08	Concrete lining for open drains (class U2 surface finish)				
	(a) Cast in situ concrete lining class 30/19 concrete				
	(i) 750 mm x 750mm x 125 mm	m ³	1		Rate Only
23,09	Formwork to cast in situ concrete lining for open drains (class F2 surface finish)				
	(c) To ends of slabs	m ²	1		Rate Only
B23.10	Cast insitu concrete and formwork:				
	(a) Concrete edge beam (25/19) MPa	m ³	1		Rate Only
23,12	Steel reinforcement:				
	(c) Welded steel fabric REF 395	kg	1		Rate Only
2300	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3100	<u>3100: BORROW MATERIALS</u>				
B31.01	Excess overburden:				
	(a) Depth up to and including 0,5m	m³	252		
	(b) Depth exceeding 0,5m and up to 1,5m	m³	504		
31.03	Finishing-off borrow areas in:				
	(a) Hard material	ha	1		Rate Only
	(c) Soft material	ha	1		
3100	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
33.00	MASS EARTHWORKS				
33,01	Cut and borrow to fill, including free haul up to 0,5 km (a) Gravel material in compacted layer thicknesses of 200 mm and less: (ii) Compacted to 93% of modified AASHTO density (ii) Eight roller pass Compaction (iii) Pioneer layer	m ³ m ³ m ³	20 20		Rate Only
33,03	Extra over item 33.01 for excavating and breaking down material in - (a) Intermediate excavation (b) Hard excavation	m ³ m ³	600		Rate Only Rate Only
33,04	Cut to spoil, including free haul up to 0,5 km. Material obtained from - (a) Soft excavation (b) Intermediate excavation (c) Hard excavation	m ³ m ³ m ³	675 67		Rate Only
33,10	Roadbed preparation and the compaction of material (a) Compaction to 93 % of modified AASHTO density	m ³	210		
33,13	Finishing-off cut and fill slopes, median and interchange areas: (a) Cut slopes (b) Fill slopes	m ² m ²	150		
33/16.00	1600: OVERHAUL				
33/16.01	Overhaul (item 33.04) on material hauled in excess of a free-haul distance of 0,5 km for haul up to or through 1,0 km (restricted overhaul)	m ³	288		
33/32.06	Stockpiling of material (Cut material for later use in layer works)	m ³	340		
B33.20	Extra over item 33.01 for hand excavation to expose existing services	m ³	50		
TOTAL SECTION 3300 CARRIED FORWARD TO SUMMARY					

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3400	<u>3400: PAVEMENT LAYERS OF GRAVEL MATERIAL</u>				
34.01	Pavement layers constructed from gravel taken from Cut to Borrow, including free haul up to 3,0 km				
	(b) Gravel selected layer compacted to:				
	(ii) 95% of modified AASHTO density (150mm compacted layer thickness)	m ³	210		
	(c) Gravel subbase (chemically stabilised gravel material) compacted to:				
	(iii) 97% of modified AASHTO density. (150 mm compacted layer thickness)	m ³	210		
	(d) Gravel base (chemically stabilized material) compacted to:				
	(iv) 97 % of modified AASHTO density (150 mm compacted layer thickness)	m ³	198		
34,03	Pavement layers constructed from gravel obtained from existing pavement layers :				
	(n) Gravel shoulder wearing coarse compacted to 93% mod AASHTO density using				
	(i) Non-cemented material (100mm thick)	m ³	0		
B34.04	Insitu reconstruction of existing pavement layers as				
	(a) In situ recycling of existing gravel pavement layers a Base material (chemically stabilized material) and Subbase(Unstabilised material) stabilized with anionic stable grade emulsion and cement,Gravel base compacted to 97% of modified AASHTO density, using:				
	(i) In Sections 200 mm deep	m ³	1800		
	(ii) In sections 300 mm deep	m ³	270		
	(b) G5 material from commercial sources spread on top of existing pavement layers for mechanical stabilization (also refer to Item No. 35,03 (b))	m ³	560		
34,06	E.O. item 34.03 and 34.04 for adding extra material as specified in subsubclause 3207(b)(iii)				
3400	TOTAL CARRIED FORWARD				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
AMOUNT BROUGHT FORWARD					
(c)	Gravel base	m ³			Rate Only
(e)	Gravel shoulder wearing coarse from commercial sources	m ³	1		Rate Only
34/16.02	Overhaul on material hauled in excess of 1.0km (ordinary overhaul)	m ³ - km			Rate Only
34.14	Establish a recycler on site capable of recycling to a depth of 300mm ((including moving to alternative locations on site and possible re-establishments)	sum	1		
3400	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3500	<u>3500: STABILIZATION</u>				
35.01	Chemical stabilisation extra-over stabilized compacted layers:				
	(a) Base layer : 150mm thickness	m ³	90		
B35.02	Chemical stabilising agent:				
	(a) CEM II A/L 32.5 cement	t	50		
35.04	Provision and application of water for curing	kl	288		
35.05	Curing by covering with subsequent layer	m ²			Rate Only
35,08	Bituminous stabilizing agent				
	(a) Anionic Stable grade bituminous emulsion (60% net bitumen)	l	17160		
3500	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3600	<u>3600: CRUSHED-STONE BASE</u>				
36.01	Crushed-stone base: (a) Constructed from type G1 material obtained from commercial sources and compacted to 88% of apparent relative density: (i) 150 mm layer thickness and 37mm nominal maximum size stone	m ³	10		
36.03	Crushed-stone base trial section constructed in accordance with the provisions of clause 3603 (i) 150 mm layer thickness and 37mm nominal maximum size stone	m ²	1		Rate Only
3600	TOTAL SECTION 3600 CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3800	<u>3800: BREAKING UP EXISTING PAVEMENT LAYERS</u>				
38,01	Excavating and removing existing bituminous material (except milled material):				
	(b) Material to be disposed of with the average depth of excavation				
	(i) Not exceeding 30 mm	m ²	1		Rate Only
	(ii) Exceeding 30 mm but not exceeding 60 mm	m ²	1		Rate Only
38,02	Milling out existing bituminous material with an average milling depth:				
	(a) Not exceeding 30 mm	m ³	1		Rate Only
	(b) Exceeding 30 mm but not exceeding 60 mm	m ³	1		Rate Only
	(c) Exceeding 60 mm	m ³	1		Rate Only
38,04	Excavating and spoiling material from an existing pavement and/or the underlying fill, edge beams or kerbs				
	(a) Non-cemented material	m ³			Rate Only
	(b) Cemented material	m ³			Rate Only
	(c) Cemented crushed stone	m ³			Rate Only
	(d) Concrete edge beam (100x200mm)	m	300,00		
	(e) Figure 8c kerbs	m	300,00		
38,15	Moving the milling machine on the site for a distance exceeding 1,0km	No	4,00		
3800	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3900	<u>PATCHING AND REPAIRING EDGE BREAKS</u>				
39,01	Sawing asphalt or cemented pavement layers for patching				
(a)	Sawing asphalt to an average depth				
(i)	0-30mm thick asphaltic seal layers	m	200		
39,02	Excavation in existing pavements for patch				
(a)	Asphalt layers	m³	32		
(b)	Cemented layers	m³	162		
39,03	Backfilling of excavations for patching with				
(a)	Chemically stabilized pavement material (G5 quality material with 1.5% cement stabilizing agent)	m³	1		
39,04	Compacting the floor of excavation for patch	m²	162		
39,05	Cutting back the edges of the existing surfacing for the repairing of edge breaks	m	100		
39/41.01	Prime coat on Patches				
(c)	MC 30	l	864		
39/42.02	Asphalt surfacing material (using 60/70 Penetration grade bitumen)				
(a)	Continuously graded (medium grade)	t	1		
B39.06	Concrete edge beams of:				
	(a) Class 25/19 cast in-situ concrete	m³	1		Rate Only
	Foundation trenches				
B39.07		m³	1		Rate Only
3900	TOTAL SECTION 3800 CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4100	<u>4100: PRIME COAT</u>				
41.01	Prime coat:				
	(c) MSP1 cut-back bitumen (0.8l/m ²)	l	6552		
	(d) MC-70 cut-back bitumen (0.8l/m ²)	l	1		RATE ONLY
41.02	Aggregate for blinding	m ²	1		
41.03	Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment	l	400		
4100	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4200	<u>ASPHALT BASE AND SURFACING</u>				
B42.02	Asphalt surfacing, continuously graded hot-mix Asphalt (medium) using a 5% SASOBIT modified binder or a class A-E2 modified binder (SBS) with 60/70 pen bitumen as base bitumen (a)(1) Continuously graded hot-mix Asphalt (medium) (i) 30mm thick	m ²	8580		
42.04	Tack coat of 30 % stable-grade emulsion	litre	3 420		
42,05	Binder variations: (a) Penetration-grade bitumen	t			Rate Only
42.06	Variations in active filler content: (a) CEM II 32.5 cement (b) Lime	t t			Rate Only Rate Only
B42.07	Trial sections: Asphalt surfacing, continuously graded hot-mix Asphalt (medium) using a 5% SASOBIT modified class A-E2 modified binder (SBS) with 60/70 pen bitumen as base bitumen (a)(1) Continuously graded hot-mix Asphalt (medium) (i) 30mm thick	m ²			Rate Only
B42.08	Cores in asphalt paving: (a) 100 mm dia (b) 150 mm dia	No No	12		Rate Only
4200	TOTAL SECTION 4100 CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
51,00	<u>5100: PITCHING, STONWORK AND PROTECTION AGAINST EROSION</u>				
51	5100: PITCHING, STONWORK AND PROTECTION AGAINST EROSION				
51.01.	Stone pitching:				
LI	(b) Grouted stone pitching	m ²	90		
51,04	Concrete edge beams of:				
5100	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
56.00	<u>5600: ROAD SIGNS</u>				
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from: (c) Prepainted galvanised steel plate (chromadek or approved equivalent): (i) Area not exceeding 2m² (ii) Area exceeding 2m² but not 10m² (e) Aluminium sheet regulatory warning and information signs (i) Area not exceeding 2m²	m² m² m²	1 1 1		
56.02	Extra over item 56.01 for using: (a) Background of retro-reflective material: (iii) Class III (b) Lettering, symbols, numbers, arrows, emblems and borders of retro- reflective material: (ii) Class III	m² m²	1 1		
56.03	Road sign supports (overhead road sign structures excluded): (b) Steel tubing	t	1		
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	1		
56.06	Extra over item 56.05 for cement-treated soil backfill	m ³	1		
56.07	Extra over item 56.05 for rock excavation	m ³	1		
B56.10	Danger Plates (a) Type W401/W402 back-to-back at culverts (1200mm height)	No	1		
5600	TOTAL CARRIED FORWARD				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5700	ROAD MARKINGS				
57,02	Retro-reflective road-marking paint:				
	(a) White lines (broken or unbroken):				
	(i) 100mm wide	km	1,3		
	(ii) 150mm wide	km	1,00		Rate Only
	(b) Yellow lines - 100mm width				
	(i) 100mm wide	km			Rate Only
	(ii) 150mm wide	km			Rate Only
	(iii) 200mm wide	km			Rate Only
	(d) White lettering and symbols	m ²	100		
	(e) Yellow lettering and symbols	m ²	6		Rate only
	(f) Transverse lines, painted island and arrestor bed markings (any colour)	m ²	90		
57,04	Variations in rate of application:				
	(a) White paint	l	1		Rate only
	(b) Yellow paint	l	1		Rate only
	(d) Retro-reflective beads	kg	50		
B57.06	Setting out and premarking the lines (excluding traffic island markings, lettering and symbols)	km	1,3		
5700	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5900	<u>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u>				
59,01	Finishing the road and road reserve:				
	(b) Single carriageway road and road reserve	km	2		
5900	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
81,00	<u>8100: TESTING MATERIALS AND WORKMANSHIP</u>				
81,02	Other special tests requested by the engineer				
	(a) Cost of testing	Prov. Sum			R 75 000,00
	(b) Handling costs and profits in respect of subitems B81.02(a)	%	75 000		
8100	TOTAL CARRIED TO SUMMARY				

RESURFACING OF ROADS IN DRIEKOPPIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B	ENVIRONMENTAL MANAGEMENT PLAN				
B100.01	Penalty for unnecessary removal of damage to trees for the following diameter sizes:				
	(a) 2600mm girth or less	No		-R 5 000,00	Rate Only
	(b) Greater than 2600mm, but less than 6180mm girth	No		-R 10 000,00	Rate Only
	(c) Greater than 6180mm girth	No		-R 30 000,00	Rate Only
B100.02	Penalty for serious violations				
	(a) Hazardous chemical/oil spill and/or dumping in non-approved sites	No		-R 10 000,00	Rate Only
	(b) General damage to sensitive environments	No		-R 5 000,00	Rate Only
	(c) Damage to cultural and historical sites	No		-R 5 000,00	Rate Only
	(d) Pollution of water sources	No		-R 10 000,00	Rate Only
	(e) Unauthorised blasting activities	No		-R 5 000,00	Rate Only
	(f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost	No		-R 1 000,00	Rate Only
B100.03	Penalty for less serious violations				
	(a) Littering on site	No		-R 1 000,00	Rate Only
	(b) Lighting of illegal fires on site	No		-R 1 000,00	Rate Only
	(c) Persistent or un-repaired fuel and oil leaks	No		-R 1 000,00	Rate Only
	(d) Excess dust of excess noise emanating from site	No		-R 1 000,00	Rate Only
	(e) Dumping of milled material in side drains or on grassed areas	No		-R 1 000,00	Rate Only
	(f) Possession or use of intoxicating substances on site	No		-R 500,00	Rate Only
	(g) Any vehicles being driven in excess of designated speed limits	No		-R 500,00	Rate Only
B	TOTAL CARRIED FORWARD				

NKOMAZI LOCAL MUNICIPALITY**BID NO. : 55/2023****RESURFACING OF ROADS IN DRIEKOPPIES****C2.3 SUMMARY OF SCHEDULE OF QUANTITIES****SCHEDULE A: ROADWORKS**

SECTION	DESCRIPTION	AMOUNT
1200	General Requirements and Provisions	
1300	Establishment and General Obligations	
1400	Housing, Offices & Laboratories	
1500	Accommodation of Traffic	
1700	Clearing and Grubbing	
1800	Dayworks	
2100	Drains	
2200	Prefabricated Culvert Structure	
2300	Concrete Kerbing, Concrete Channelling, Open Chutes	
3300	Mass Earthworks	
3400	Pavement layers of gravel	
3500	Stabilisation	
3600	Crushed-Stone Base	
3800	Breaking up existing pavement layers	
3900	Patching and repair edge breaks	
4100	Asphalt base and surfacing	
4200	Prime coat	
5100	Pitching, stone works and protection against erosion	
5600	Road Signs	
5700	Road Markings	
5900	Finishing the Road and Road Reserve and treating old roads	
8100	Testing Materials and Workmanship	
TOTAL SCHEDULE A: (CARRIED TO CALCULATION OF TENDER SUM)		

NKOMAZI LOCAL MUNICIPALITY**BID NO. : 55/2023****RESURFACING OF ROADS IN DRIEKOPPIES****CALCULATION OF TENDER SUM**

ITEM	AMOUNT
TOTAL SCHEDULE A: ROADWORKS	
TOTAL SCHEDULE B: ENVIRONMENTAL MANAGEMENT PLAN	
TENDER (CONTRACT) SUM	
SUB-TOTAL	
ADD 15% VAT	
TENDER (CONTRACT) PRICE CARRIED TO FORM OF OFFER OF ACCEPTANCE (Page C.3)	

Note: Tender Sum is the value of the offered total of the prices exclusive of VAT,
Contingencies, CPA and specials materials but including contractual variations.

SIGNATURE: _____

NAME AND SURNAME: _____

CAPACITY: _____

RESURFACING OF ROADS IN DRIEKOPPIES

PART C3: SCOPE of WORK

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C3.1: DESCRIPTION of WORKS

C3.1 DESCRIPTION OF THE WORKS

EMPLOYER'S OBJECTIVES

The employer's objectives are to deliver public infrastructure using labour-intensive methods with the aim of services delivery, job creation and poverty alleviation. The work entails of Resurfacing of Schoemansdal Roads & Stormwater Management. As part of the construction of the new road, job creation will occur through the employment of local labourers, local subcontractors.

The Employer desires that the work required be of a high standard and be completed in the shortest practical time whilst creating jobs for local labourers and contractors.

N.B. All labour rates should be as per current SAFCEC rate.

C3.1.2 OVERVIEW OF THE WORKS

The Contract entails the Resurfacing of Roads in Schoemansdal and Storm Water Management. The road under consideration is approximately 1,2 km in length and provide access to residential houses located alongside the road. There are no formal cadastral boundaries for this area. The road currently meanders in between existing fences and boundary walls. There is eleven road crossings along the road.

The existing cross section has a roadway width varying of 6,0 m. The existing road reserve varies in width of approximately limitation of 1,5 m to 3 m for sections of the existing road. The road reserve is well defined within the existing boundary fences. The road provides direct access to individual properties. The existing stormwater drainage will be upgraded with a completely new system consisting of pipe culverts and open earth lined drains in combination with mountable kerbs and edge beams.

Through traffic will be diverted onto adjacent roads. Local traffic will need to be accommodated within the road reserve providing access to local properties adjacent to the road.

The proposed new road will as far as possible follow the same horizontal alignment of the existing road, although improvements will be made to the road alignment (particularly the vertical alignment).

C3.1.3 EXTENT OF WORKS

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

- (a)..... Contractor's establishment on site
- (b)..... Compliance with EMP requirements
- (c)..... Compliance with OHS act requirements
- (d)..... Provisions of temporary workforce (ABE)
- (e)..... Housing, offices and laboratories for the engineer's personnel
- (f)..... Maintenance of the road reserve including daily dust control
- (g)..... Identifying and relocating of existing services
- (h)..... Construction of bypasses where necessary
- (i)..... Construction of road and access roads

- (j)..... Clearing and grubbing
- (k)..... Construction of 30 mm asphalt
- (l)..... Recycling stabilized base with existing asphalt
- (m)..... Construction of fill where required
- (n)..... Structural strengthening of poor subbase conditions
- (o)..... Stormwater upgrades
- (r)..... Construction of damaged mountable kerbs
- (s)..... Construction of damaged concrete edge beams
- (t)..... Construction of grouted stone pitching
- (u)..... Installation of road markings

Details of the work are shown on the drawings and estimated quantities of the various types of work to be carried out under the contract are given in the Schedule of Quantities.

The Contractor's obligations shall also include strict compliance with any Environmental specifications and/or reports deemed to form part of this contract as well as any Occupation Health and Safety requirements.

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract. Approximate quantities of each type of work are given in the Schedule of Quantities.

C3.1.4 LOCATION OF THE WORKS

The Projects is located in Driekoppies, in Nkomazi Local municipality within the Nkomazi Ehlanzeni District Municipality, Mpumalanga Province. The site accessible from R570 road to Swaziland coming from Malelane which intersect with Road D2943 which goes to Kamhlushwa, the D2943 intersect with road D2944 which goes to Middleplaas, both D2943 and D2944 are the link to Driekoppies. The GPS co-ordinates are as follows:

Area	Latitude (S)	Longitude (E)
Driekoppies	25°41'50"S	31°33'30"E



C3.1.5 TEMPORARY WORKS

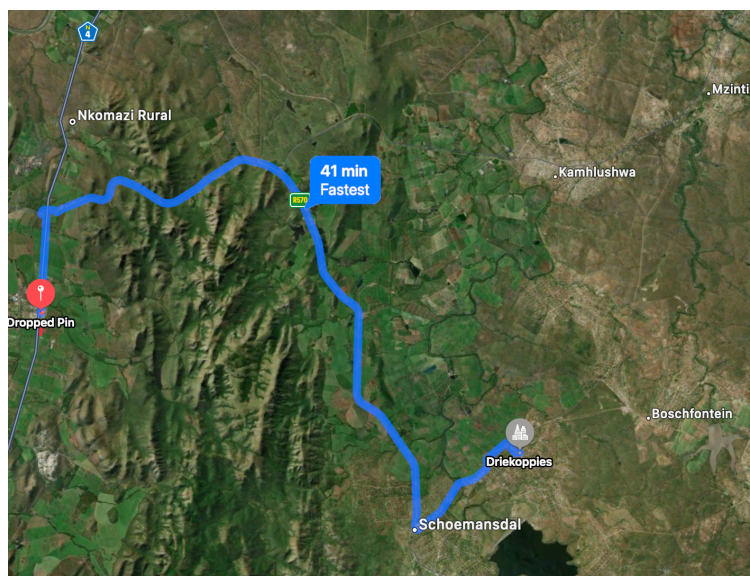
The Contractor shall, as relevant,

- a) provide temporary drainage works, temporary pumps and other equipment as might be necessary for the protection, draining and dewatering of the works; and
- b) Construct and maintain haulage, temporary access and construction roads, subject to the approval of the Employer, and permit the Employer, other Contractors, statutory bodies or any other person who might require legitimate access to or through the site for the purpose of executing legitimate business, free and unhindered usage of such roads.
- c) Temporary water connections, Contractor's offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned.
- d) Safety and Security of the Contractors' temporary works shall be at the Contractors' discretion.
- e) The camp shall be adequately guarded during or outside working hours.

DESCRIPTION OF THE SITE AND ACCESS

PS.2.1 Location of Site

The Projects is located in Driekoppies, in Nkomazi Local municipality within the Nkomazi Ehlanzeni District Municipality, Mpumalanga Province. The site accessible from R570 road to Swaziland coming from Malelane (43Km) which intersect with Road D2943 which goes to Kamhlushwa, the D2943 intersect with road D2944 which goes to Middleplaas, both D2943 and D2944 are the link to Driekoppies.



PS.2.2 Access to Site

Access to site is per normal vehicle.

PS.2.3 Nature of the Ground and Subsoil Conditions

A multi-disciplinary geotechnical centerline and materials investigation was conducted for the Resurfacing of Streets in Schoemansdal. The investigation was undertaken in order to assess the engineering geological character of the area, focusing on the geotechnical properties which will affect the Re-Construction of the base and Resurfacing of the Street Road.

The findings of this investigation are elucidated in their report, the summary of which is attached under item C4 of this document. All of the relevant material testing data is included in the report.

PS.2.4 Construction in Confined Areas

It will be necessary for the Contractor to work in confined areas. No additional payment will be made for work in "restricted areas", except in the case of structures as described in Sub clause 6108(d) of the Standard Specifications. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the Contractor's Constructional Plant. However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the methods used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

PS.3 CONSTRUCTION AND MANAGEMENT REQUIREMENTS**PS.3.1 General**

The Contractor is referred to the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition). These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

PS.3.2 Contractor Camp Site

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

This contract is to be executed in an area surrounded rural settlements and as such safety will be paramount. Furthermore, all due courtesy must be exercised in so far as local resources are concerned (labour and materials).

The Engineer will facilitate all communication with the target community.

(a) Water and Electricity

The Contractor is to make his own arrangements in this regard and should note that the Employer shall not be held responsible for any shortages of either water or power due to unforeseen circumstances.

All water required for construction purposes is to be sourced by the Contractor and is to be allowed for in his rates.

(b) Location of Site Office

Suitable sites at each location will be identified once work commences. The contractor will need to make all necessary allowances for his own security, fencing etc.

The contractor is to provide adequate sanitary and waste facilities for his staff and is to ensure that each site camp is kept clean and neat at all times. No littering is to take place at either the camp or on the site.

The site is to be left in a neat, landscaped condition without any improvements on completion of the contract and final retention will not be released until such time as this condition has been complied with.

PS.3.3 Security

The Contractor shall be responsible for the security of his personnel and Constructional Plant on and around the Site of the Works and for the security of his camp, and no claims in this regard will be considered by the Employer. Provision is made in these specifications for the erection of a security fence around the site offices.

PS.3.4 Water for Construction Purposes

The Contract will be undertaken in an arid area with scarce water resources. The Contractor must make adequate provision in his Tender for all negotiations and procurement of water for construction activities, and all related costs will be deemed to be included in his tendered rates.

PS.3.5 Additional Requirements for Construction Activities

- (a) 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.
- (b) Failure to maintain road signs, warning flashing lights, etc, in a good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.

- (c) The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual (SARTSM – Vol 2, Chapter 13).
- (d) The contractor may not proceed with permanent works before the required offices and laboratories of the engineer's site personnel have been erected by him. This includes the provision of electricity, sanitary arrangements, potable water and telephone, e-mail and fax facilities. In the event where the contractor cannot obtain telephone lines timeously from Telkom, a wireless system shall be provided for telephone, e-mail and fax facilities.

PS.3.6 Temporary Latrines

The Contractor shall provide sufficient latrine facilities for the use of his employees. He shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer and the Employer. Latrines shall be positioned within walking distance from wherever employees or labourers are employed on the Works.

Where required, latrines shall be provided at the rate of one for ten persons and where applicable, the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

PS.3.7 Moving Existing Services

Services belonging to any public or private authority, which require moving, shall be dealt with in the manner specified in clause B1202.

The plans show the positions of services determined from observations and measurement but neither the Employer nor the Engineer accepts responsibility neither for the accuracy of the information nor for the omission of any information. The Contractor shall locate and mark the positions of hidden services in advance of construction and take all reasonable steps to protect existing works against damage, which may arise as a result of his operations on the site.

The Contractor will be held responsible for direct or consequential damage to any existing works including any claims which may arise as a result thereof and the cost of repair of any such damage shall be borne by the Contractor unless it is established by the Engineer that the Contractor exercised reasonable care and damage was unavoidable.

The owners and the Engineer shall be notified immediately of any damage done to existing works.

If so directed by the Engineer, the positions of existing works shall be changed by the Contractor to meet the requirements of the proposed work. The cost of such work shall be paid for at the applicable rates set out in the Schedule of Quantities or, in the absence of such rates, at rates mutually agreed between the Engineer and the Contractor.

Work required on known services has been tabulated in a services schedule. The schedule must be read in conjunction with the services plans.

All communication by the contractor with the relevant authorities in connection with services must be directed through the Engineer.

PS.3.8 Training

Technical skills, generic and management skills training shall be provided with the aim of providing locally employed labour with the technical skills required to undertake the work involved in the Contract, and of furthering small contractor development. Part D of the Project Specifications deals specifically with matters regarding training, and a payment item for that is included in Clause B 1231 of Part B of the Project Specifications.

PS.3.9 Use of Local Resources

A major objective of this Contract is the optimum use of local resources. One of the methods to be adopted to achieve this objective is through the implementation of labour-optimising construction methods. Labour-optimising construction is defined in Clause B 1156 of Part B of the Project Specifications.

PS.3.10 Labour-Optimising Construction Activities

(a) General

The portions of the Works listed in Sub clause (b) below shall, unless otherwise instructed by the Engineer, be constructed under this Contract using labour-optimising construction methods only. Payment for works identified in Sub clause (b) below shall be made in accordance with the pay items provided in the bill of quantities.

In respect of those portions of the Works which are not listed in Sub clause (b), the construction methods adopted and Plant used shall be at the discretion of the Contractor, provided always that the construction methods adopted and Plant used 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.

(b) Operations to be executed using labour-optimising construction methods

The following portions of the Works shall be executed using labour-optimising construction methods:

- i. Clearing and grubbing at inlets and outlets of hydraulic structures
- ii. Cleaning of hydraulic structures
- iii. Excavating for all open drains, culverts, inlet and outlet structures, concrete structures, fence posts, road sign posts and guardrail posts
- iv. Constructing culvert inlet and outlet structures as well as cast in situ slabs, including all masonry work and minor precast work. All concrete shall be mixed by hand or by hand-driven mixing machines
- v. Removing oversize material
- vi. Block paving

PS.3.11 Restrictions on the Use of Personnel in the Permanent Employ of the Contractor

(a) The Contractor shall limit the use on the Contract Works of his permanently employed personnel to that of key personnel only (as defined in Part C of the Project Specifications) and shall, subject to the further provisions of the following parts of the Project Specifications

- (i) Part C - Provision of the temporary workforce
- (ii) Part D - Provision of structured training

execute and complete the Works using a temporary workforce employed directly by the Contractor and/or by Subcontractors.

(b) The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant, authorise in writing that the Contractor may use in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub clause, circumstances which may be considered by the Engineer to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:

- (i) The unavailability of sufficient numbers of temporary workers and/or Subcontractors to execute the Works, provided always that the Contractor has proven that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient numbers of temporary workers and Subcontractors and has exhausted all reasonable recruitment options
- (ii) The unavailability within the temporary worker pool and/or subcontractor sources available to the Contractor in terms of the Contract, of sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time for completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract
- (iii) Any other circumstances which the Engineer may deem as constituting a warrant.

PS.3.12 Community Liaison and Community Relations

In all dealings with the various communities and workers employed from within the communities, the Contractor shall take due cognisance of the character, culture and circumstances of the communities involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the Contract.

The Contractor shall at all times keep the Engineer fully informed on all matters affecting the Contract and the communities and shall attend all meetings of the Project Co-ordinating Committee as may be reasonably required by the Engineer. All matters concerning the communities shall be discussed and where possible, resolved at such meetings.

Where any resolution of the Project Co-ordinating Committee shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect to them without a prior written instruction from the Engineer. Where the Contractor is of the opinion that

any instruction of the Engineer issued in terms of this clause will result in him incurring additional costs which were not provided for in his tendered rates and prices, and/or that a delay in the progress of the Works will result, he will be entitled to submit a claim in terms of Clause 51 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 51 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

PS.3.13 Construction Programme

(a) Preliminary Programme

The Contractor shall include with his tender a preliminary programme on the prescribed form. to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

(b) Programme in terms of Clause 5.6 of the General Conditions of Contract

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

PS.3.14 Drawings

The reduced drawings which form part of the tender documents shall be used for tendering purposes only.

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense produce all further paper prints required for the construction of the work.

Any information which the Contractor has control over and which is required by the Engineer to complete the drawings of record shall be made available to the Engineer before the Completion Certificate is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site.

PS.3.15 Quality Assurance (QA)

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

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

PS.3.16 Health and Safety

The Works will be constructed in an area inhabited by people including many children.

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

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in Section C1.2.2

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

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

PS.3.17 Management of the Environment

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

(a) Natural Vegetation

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing

and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

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

(c) Environmental Management Plan

In addition to the above, all requirements of the Environmental Management Plan (EMP) as detailed in C3.3, Particular Specifications, will be adhered to.

PS.3.18 Climatic Conditions

- *The following are the most reliable climatic information available and shall be used unless other values are mutually agreed upon beforehand:*

Month	Average Rainfall (mm)	Ave Rain Days (Nn)
JAN	192.5	8
FEB	153.4	7
MAR	109.5	6
APR	52.4	3
MAY	16.1	1
JUN	7.6	1
JUL	6.7	1
AUG	12.8	1
SEP	24.8	2
OCT	75.1	5
NOV	99.1	6
DEC	145.1	8
Total	895.1	49

Rainfall gauging will be taken and recorded by the Contractor at his Site Office and agreed with the Engineer on a daily basis.

PS.3.19 Drawings of Record

Any information in the possession of the Contractor, which is necessary for the Engineer's Representative to complete his "drawings of record", must be submitted to the Engineer's Representative before a final payment certificate and a certificate of completion will be issued.

PS.3.20 Borrow Pit Investigation

A borrow pit investigation was undertaken of a proposed material source in close vicinity of the road. An investigation was undertaken in order to assess the engineering geological character of the material source, focusing on the geotechnical properties which will affect the construction of the proposed new road.

The findings of this investigation are elucidated in their report, the summary of which is attached under item C4 of this document. All of the relevant material testing data is included in the report.

- **C3.1.5 TEMPORARY WORKS**

The Employer is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.

The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.

The Contractor shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

The contractor is to ensure that he obtains the necessary wayleaves and departmental approvals prior to commencing with any works within a road reserve or on public property.

C3.2: ENGINEERING

C3.2 ENGINEERING

C3.2.1 DESIGN

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works (if applicable) and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the record drawings.

C3.2.2 EMPLOYER'S DESIGN

The Employer's Design is contained in the Tender Documentation and Drawings. Amendments to the design, if necessary, will be issued during the construction phase.

C3.2.3 CONTRACTOR'S DESIGN

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works, he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 DRAWINGS

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Employer's Agent. The Employer's Agent will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends, and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Employer's Agent's Representative on a regular basis.

All information in possession of the Contractor, required by the Employer's Agent and/or the Employer's Agent's Representative to complete the as-built/record drawings, must be submitted to the Employer's Agent's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed below and are bound in a separate document or is attached at the back of this volume. The Employer reserves the right to issue and/or amended additional drawings during the Contract.

C3.2.5 DESIGN PROCEDURES

Not applicable.

RESURFACING OF DRIEKOPPIES ROADS

C3.3: PROCUREMENT

- C3.3 PROCUREMENT

- C3.3.1 PREFERENTIAL PROCUREMENT

- C3.3.1.1 Requirements

Tenders will be evaluated in terms of the City of Mbombela Preferential Procurement Policy. Points will be awarded for price and specific contract participation goals as contained in the Tender Data.

- C3.3.1.2 Resource standard pertaining to targeted procurement

The Preferential Procurement Policy (PPP) of the City of Mbombela is applicable to this project. Refer to the Tender Data.

- C3.3.2 SUBCONTRACTING

- C3.3.2.1 Scope of mandatory subcontract works for LI items (Labour Rates)

- a) Kerbing - R45 / m
- b) V – Drains - R80-R100 /m³ (15% -20% of total price
- c) Gabions – R250/M³
- d) Water lines - R
- e) Erect diamond fences – R60/m
- f) Brick wall – R80/m
- g) Speed humps – R2,650/ Speed hump
- h) Hiring of Mobile toilets – R2500/month

However, local subcontractors should be considered provided they are capable.

- C3.3.2.2 Preferred subcontractors/suppliers

Where possible, local subcontractors should be considered for subcontract work provided they are capable.

- C3.3.2.3 Subcontracting procedures

The contractor is solely responsible for negotiating with local subcontractors.

- C3.3.2.4 Attendance on subcontractors

Not applicable.

C3.4: CONSTRUCTION

- **C3.4 CONSTRUCTION**

- **C3.4.1 WORKS SPECIFICATIONS**

The following specifications shall apply for the construction of the Works.

- **C3.4.1.1 Standard Specifications**

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 Edition) shall apply for the construction of the Works.

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

The term "Engineer" must be replaced by "Employer's Agent" wherever it appears in these standardized specifications.

- **C3.4.1.2 National and International Standards**

The SANS or BS Specifications and Codes of Practice shall apply for the construction of the Works.

Wherever any reference is made to the South African National Standards (SANS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be used (OOG-001E), this reference shall be deemed to read "SANS or equivalent standard" and BS or equivalent standard" respectively.

- **C3.4.1.3 Particular Specifications**

The following particular specifications shall apply for the construction of the Works.

Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.

Latest Sabita Manual, Manual 25 entitled "*Quality Management in the Handling and Transport of Bituminous Binders*".

TG2 Second Edition May 2009, "*Technical Guideline for Bitumen Stabilised Materials (BSM)*" issued by the Asphalt Academy.

SANS 1058/2012, *Concrete Paving Blocks* – specifications for interlocking paving blocks.

- **C3.4.1.4 Variations and Additions to the COLTO 1998 Edition Standardized Specifications**

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2015. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

Clause No. in the Standard Specifications	Clause No. in COLTO GCC 1998	Equivalent Clause No. in GCC 2015
1202	15	5.6.1
1206	14	Deleted
1209	52	6.10.1
1210	54	5.14.1
1212(1)	49	6.8
1215	45	5.5.1
1217	35	8.2.1
1303	49	6.8
1303	53	6.11.1
1303	12	5.3.1
1303	45	5.5.1
1403	40(1)	6.4.1

RESURFACING OF DRIEKOPPIES ROADS

RESURFACING OF DRIEKOPPIES ROADS

Clause No. in the Standard Specifications	Clause No. in COLTO GCC 1998	Equivalent Clause No. in GCC 2015
1505	40	6.4.1
31.03	40	6.4.1
3204(b)	40	6.4.1
3303(b)	2	3.2.1
5803(c)	40	6.4.1
5805(d)	40	6.4.1
6103(c)	40	6.4.1
Item 83.03	22	5.15.1
ALL SECTIONS	48	6.6

Variations and additions to the COLTO 1998 Standardized Specifications are listed in section C3.4.1.1 of this document.

- C3.4.1.5 Amendments to the COLTO 1998 Edition Standardized Specifications

There are no amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COLTO).

- C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

In certain clauses, the Standardized Specifications allow a choice to be specified in the Specification Data between alternative material 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 Specification Data. It also contains such additional specifications as are required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix "B" followed by a number corresponding to the number of the relevant clause or payment item in the Standardized Specifications. New clauses and payment items not covered by clauses or payment items in the Standardized Specifications if included here are also designated "B", followed by a number. The new numbers follow on the last clause or item number used in the relevant section of the Standardized Specifications.

Clauses and pay items referring to labor intensive methods are prefixed by "L" in the project specifications.

RESURFACING OF DRIEKOPPIES ROADS

(A) SECTION 1300: CONTRACTOR'S SITE ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**B1301 PAYMENT**

Add the following at the end of Item 13.01(1).

".....and provided the Contractor has fulfilled his obligations as far as the Engineer's

office, laboratory and housing accommodation is concerned".

Add the following new pay item:-

Item Unit

B13.01(a) Services for Community Liaison Officer (provisional Sum) Months

The CLO will be paid **R7000/pm**. Contractor will only claim

Handling fee under item B13.01 (b)

B13.01(b) Handling cost and profit in respect of sub-items B13.01(a).....%B13.02..... Training:

(a)	Provisional sum for training allowance to targeted labour undergoing training	
(i)	Technical Skills	No
(ii)	Generic Skills	No
(iii)	Entrepreneurial skills	No
(iv)	Remuneration of labours undergoing technical skills training.	No
(v)	Training Venue	No

Payment of items will be based on acceptable quote from at least three accredited training service providers. Payment will be as invoiced from nominated service provider after completion of training.

Contractor will claim handling fee under item B13.03 (b)

(b)	Contractors handling costs, profit and all other charges in respect	% of sub-
	item B13.03 (a)	

B13.03(a) Contractors time related obligation in OHS:

All staff and compliance in respect of occupational health and safety Act, construction regulations and **COVID-19 (C19 OHS)**.

B13.03(b) Contractors time related obligation EMP:

All staff and compliance in respect of Environmental Management Plan regulation will be paid by the contractor..Months

B13.04. Relocation and/or protection of existing services:

(a) By the contractor

Payment of the item will be based on actual length of relocation and or Protection of Services Including equipment to carry out the required relocation and/or protection of services.

Any materials to be used must be approved by the Engineer on site.

(b) By the service provider (provisional Sum)

Invoice of nominated and approved service provider will be certified for payment after work done. Contractor will claim handling fee under item B13.02 (c).

(c) Handling cost in respect of B13.05 (b) %

RESURFACING OF DRIEKOPPIES ROADS

B13.05

Information Board

Supply, transport to site and erect contract signboard Number (No.)
as indicated on drawing.

B13.06. Hand excavation to determine the position of existing
service in soft materialm³

Payment for excavation in soft material by hand as directed By Engineer on site

(B) SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL**B1401 OFFICES AND LABORATORIES****(a) General**

Delete the fourth sentence in the first paragraph of Sub-clause 1402 (a) and replace with:

Office buildings shall have timber or concrete floors covered with edge-to-edge foam-backed needle-punched carpeting, and laboratory buildings shall have concrete floors.

Add the following new paragraph at the end of this sub-clause:

The offices, laboratory and stores shall, unless otherwise agreed, be erected in close proximity to the contractor's offices and laboratory, and the entire area shall be fenced with security fencing and provided with a gate. The contractor shall take all reasonable precautions to prevent unauthorised entry to the Engineer's offices and laboratories and to ensure the general security of the offices and laboratories.

B1401 MEASUREMENT AND PAYMENT

Amend the following pay items under item:

Item . Unit

B14.01 Office and laboratory accommodation

(a)	Office accommodation for the Engineer	Month
-----	---------------------------------------	-------

Payment will be provision of renting the office of the Engineer from local office parks or rental of mobile office space.

(b)	Handling cost and profits in respect of sub-item B1401 (a)	%
-----	--	---

B14.03 (b) Prime cost items and items paid for in a lump sum:

Add the following sub-items

(d)	Provisional Sums items
-----	------------------------

(i)	Provision for use by the Engineer for an independent Geotechnical laboratory.....No
-----	---

Payment will be as invoice by the independent laboratory for test conducted on instruction of Engineer

(ii)	Handling cost and profits in respect of sub-item B1403 (d) (i)	%
------	--	---

(iii)	Provision for Training of Engineering Technician	Month
-------	--	-------

Payment will be made monthly for the remuneration of Engineering Technician appointed by Client/Engineer for on-site Training.

(iv)	Handling cost and profits in respect of sub-item B1403 (d) (iii)	%
------	--	---

(v)	Provision for use by Engineer of Surveyor	No
-----	---	----

Payment will be as invoiced by the Surveyor for work conducted on instruction of Engineer

(vi)	Handling costs and profit in respect of sub item B14.03 (d)(v) above	%
------	--	---

(vii)	Provision for use by Engineer of Environmental Specialist	No
-------	---	----

Payment will be as invoiced by the Environmental Specialist for work conducted on instruction of Engineer

(viii)	Handling costs and profit in respect of sub item B14.03(d)
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RESURFACING OF DRIEKOPPIES ROADS
(ix) (vx) above

RESURFACING OF DRIEKOPPIES ROADS

- (x) Provision of a direct independent telephone line for the Engineer Month
 , including the cost of calls in connection with contract administration and telephone rental
- (xi) Handling costs and profit in respect of sub item B14.03(d)(ix) above %
- (xii) Provision of Site Monitoring Fees- Resident Engineer Month
- (xiii) Provision of Site Monitoring Fees- Assistant Resident Engineer Month
 Payment will be as invoiced by the Engineer for work conducted
- (xiv) Handling costs and profit in respect of sub item
 B14.03(d)(xi) and (xii) above. %
- (xv) Provision of safety consultant Month
 Payment will be as invoiced by the Safety Consultant for work conducted on instruction of Engineer
- (xvi) Handling costs and profit in respect of sub item %
 B14.03(d)(xiv) above
- (xvii) Provision of social facilitator Month
 Payment will be as invoiced by the Social Facilitator for work conducted on instruction of Engineer
- (xviii) Handling costs and profit in respect of sub item
 B14.03(d)(xvi) above. %
- (xix) Provision for Independent Engineer for Design Reviews Month will
 be as invoiced by the Independent Engineer for work conducted on instruction of Engineer
- (xx) Handling costs and profit in respect of sub item (xviii) above %

RESURFACING OF DRIEKOPPIES ROADS

(C) SECTION 1500: ACCOMMODATION OF TRAFFIC**B1502 GENERAL REQUIREMENTS****(e) Access to properties**

Add the following:

"Where the alignment of the new road coincides with the alignment of the existing road, a number of accesses to private properties will have to be operational and maintained during the constructional period. No separate payment will be made for providing acceptable and safe access across the new road at all times during construction of the road."

- **(i) Traffic safety officer**

Add the following after subclause (viii):

"(ix).....Be responsible for contacting all the relevant authorities in the event of an accident on the site of the Works

(vi) Arrange for the removal of broken down vehicles that obstruct the normal traffic flow

The Contractor shall provide the traffic safety officer with all the necessary resources to carry out his duties as specified, inter alia, light delivery van (LDV), personnel, warning signs and revolving amber flashing lights. A warning sign with the words "CONTRACTOR TRAFFIC CONTROL" and/or "AANNEMER VERKEERSBEHEER" in clearly legible letters shall be mounted on the vehicle at least 1,5m above ground level to be clearly visible. The vehicle shall be equipped with two revolving amber-coloured flashing lights with a minimum intensity of 55W. The flashing lights shall always be switched on and the warning sign be displayed when the vehicle is used on the site.

No separate payment will be made for the traffic safety officer, his vehicle, personnel and equipment and the cost thereof shall be included in the Contractor's cost for his establishment and general obligations (Section 1300)."

Add the following new sub clauses:

- **"(j) Handing over the site**

The total extent of the site between the limits of construction as described in this document and indicated on the drawings will be handed over to the contractor at the commencement of the contract period. The engineer however reserves the right to adjust this arrangement should progress or safe passage of traffic warrant such a change.

- **(k) Use of explosives in close proximity of temporary deviations**

The contractor shall arrange all necessary traffic control and other requirements to safeguard the traffic on temporary deviations during blasting operations.

- **(l) Land taken up for deviations**

Negotiations with landowners to obtain the land taken up by temporary deviations will be undertaken by the employer. A prime cost sum is allowed in the bill of quantities for payment of compensation to affected landowners. All other negotiations regarding temporary access to properties, land-use, fencing requirements etc. shall be dealt with by the contractor in conjunction with the engineer and be confirmed in writing and be kept on record by the contractor.

- **"(m) Maximum lengths of construction areas**

A temporary deviation, where the proposed road follows the existing route shall be constructed along the length of existing road. Traffic shall generally be accommodated as follows:

On a two-way two lane gravel deviation (Class 1) constructed partially outside or adjacent to the existing road reserve boundaries of road.

(i) On one-way single lane gravel deviation (Class 2) constructed inside the existing road reserve boundaries and on either side of road. In this instance special cognisance shall be taken to accommodate traffic to private properties.

A maximum length of one section of approximately 5,0km or two sections of 3,0km each of deviation (Class 1 or 2) shall be operational at a time and no relieve of this limitation shall be considered by the engineer except where the programme necessitates such at the construction of bridges."

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- B1503 TEMPORARY TRAFFIC CONTROL FACILITIES

Add the following after the first paragraph:

“All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, and Chapter 13: Roadwork Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria).”

(b) Road signs and barricades

Add the following:

“All the temporary road signs are to be mounted on posts as specified in section 5600 of the specifications. Provision shall be made for the supply and erection of the signs and the maintenance of the signs during the construction period. Provisions shall also be made for the removal of the temporary road signs on completion of the construction work when such signs are no longer required.

Temporary road signs and channelization devices shall be manufactured in accordance with the latest edition of the South African Road Traffic Signs Manual (June 1999) and placed as shown on the drawings and in Road Signs Note 13. Delineators shall be manufactured from a non-metal material and shall be mounted on a base section also manufactured of non-metal material. Single as well as back-to-back mounted delineators are required.

The obligation to arrange safe passage of traffic shall always be vested with the contractor regardless what is indicated on the drawings of the engineer.”

(c) Channelization devices and barricades

Add the following:

“Drums shall not be used as channelization devices.

TW 401 and TW 402 delineators shall comply with the following requirements:

- a) It shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.
- ii) The blade shall be retro-reflectorized, with class 1 yellow sheeting on the side facing oncoming traffic.
- iii) It shall nominally be 1000mm high x 250mm wide and the bottom edge of the delineator shall not be more than 200mm above the road surface.
- iv) It shall be subject to the approval of the Engineer.

The maximum spacing between centres of delineators shall be as shown on the drawings or as directed by the Engineer.”

- (e) Warning devices

Add the following:

“It is a requirement of this contract that all construction vehicles and plant used on the works will be equipped with rotating amber flashing lights and warning boards as specified in the standard specifications. Construction vehicles travelling outside the limits of construction areas shall however, not operate the warning lights.

The warning lights shall have a base diameter of at least 170mm and the amber bulb cover a height of at least 150mm high. It shall be a requirement that the contractor also provides the engineer's site personnel with warning lights for their vehicles (a maximum of two lights are required) without any payment applicable.

- B1514 TEMPORARY FENCING AND GATES

Replace the contents of this clause with the following:

“Where temporary fencing is ordered by the engineer, it shall be paid for under item 55.06 of the standard specifications. The temporary fencing shall be new fencing material, which shall subsequently be dismantled and removed and erected at an alternative position as directed by the engineer. When ordered by the engineer, temporary fences and gates shall be moved to new locations or either left in place or when no longer required be dismantled and removed from site if so directed. Allowance is made in the bill of quantities for moving existing fences and gates.”

RESURFACING OF DRIEKOPPIES ROADS

Add the following clause:

• **B1517 RETRO-REFLECTIVE MATERIAL**

“Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in Clause B 8118. The value of the coefficient of Retro- Reflection shall be at least 60% of the values indicated in Table B 8118/1.”

• **B1518 MEASUREMENT AND PAYMENT**

Re-number item 15.01 as B15.01 and add the following:

“The tendered rate shall also include for all measures necessary to safeguard traffic on temporary deviations during blasting operations.”

Re-number item 15.03 as B15.03 Add the following sub-item:

“ITEM	UNIT
B15.14 The provision and maintenance of rotating lights, etc. for the use of the Engineer and his staff	

(a) Rotating Amber lights	number (No)
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(b) Safety vests	number (No)
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The unit of measurement shall be the number of Rotating Amber lights and Safety Vests supplied to the supervisory staff.

The tendered rate shall include full compensation for providing and maintaining hats and the jackets equipped with high visibility retro-reflective and/or fluorescent panels in red, yellow and white for the duration of the contract”.

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(D) SECTION 1700: CLEARING AND GRUBBING

B1702:	DESCRIPTION OF WORK a) Clearing Add the following: Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish. Cross- sections for the determination of earthworks quantities shall be taken after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if applicable. Payment for gabion boxes and mattresses which have to be removed and the material sorted and stacked shall be made under section 5200.	
B1704:	MEASUREMENT AND PAYMENT	
	Item	Unit
	B17.07	Removal of topsoil material and temporary stockpiling thereof in:
	a) Topsoil in windrows alongside the work area	cubic metre (m ³)
	b) Topsoil in windrows on the edges of borrow pits or spoil areas	cubic metre (m ³)
	The unit of measurement for items (a) and (b) shall be the cubic metre of topsoil removed to windrow or temporary stockpile. The volume of topsoil removed shall be measured in cut, calculated from the difference in cross-sections of the natural ground level before the commencement of clearing to cross-sections taken after the removal of the topsoil. The contractor shall constantly liaise and agree with the Engineer as to the depth of topsoil to be removed. Where, in the opinion of the Engineer, material that would not normally be classed as topsoil to be removed. Where, in the opinion of the Engineer, material that would normally be classed as topsoil has also been excavated, the excavation shall be backfilled and compacted with selected material at the contractor' expense. Should material that is deemed by the Engineer not to be topsoil, be removed and stockpiled together with material classed as topsoil, the contractor shall be responsible for the removal of this unsuitable soil from the stockpile and the replacement of the quantity of topsoil contaminated by the unsuitable material at his cost. The quantity of topsoil to be replaced shall be determined by the Engineer. The rates tendered shall include for the excavation of the topsoil and where required, the loading and hauling thereof to temporary stockpile as well as the maintenance of the stockpile until re-use of the material. The rates tendered shall also include for all supervision required to ensure that only topsoil is removed.	

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(E) SECTION 2100: DRAINS**B2101: SCOPE**

Amend the first paragraph to read:

“This section covers all work both rehabilitative and new work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the Engineers, and the test flushing of subsoil drains.”

B2104: SUBSOIL DRAINAGE

(a) Materials

(ii) Natural permeable material

Add the following to the 2nd paragraph:

“The crushed stone shall be coarse (19mm nominal) and shall be washed clean of all fines”, conforms to the following specification:

Percentage passing through a 26,5mm sieve: 100 %. Percentage passing through a 19,0mm sieve: 60-85 %.

(iii) Synthetic-fibre filter fabric

Under item (4) Selection, of this sub-clause, replace the 1st paragraph with the following:

“The filter-fabric used for subsoil drains shall be grade 2 and shall satisfy the criteria for a grade 2 geotextile as given in Table 2104/2.”

(b) Construction of subsoil drainage systems Add the following sub-clause:

“(v) Proving of pipes in subsoil drainage systems

On completion of the pipe laying and prior to backfilling, all pipe joints shall be surveyed as proof of their installation to line and level. After backfilling the pipes shall be proved by pulling through a cylindrical cleaning brush followed by a wooden mandrill $\pm$ 400mm long and 5mm in diameter less than the bore of the pipe. Proving of pipes shall not be paid for separately and the cost thereof shall be deemed to be included in the rate tendered for laying the pipe.”

B2107: MEASUREMENT AND PAYMENT

Item

Unit

B21.01 Excavation for open drains

Add the following to the penultimate paragraph:

“The tendered rate shall also include full compensation for trimming the open drains” “This item does not include the excavations for the earth channel along the road profile as per typical cross section, which is deemed included in the mass earthworks (Section 3300). This item is specifically for additional open drains leading away from the road profile, like mitre drains, etc.”

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(F) SECTION 2200: PREFABRICATED CULVERTS**B2203 MATERIALS****d) Fine granular material**

Add the following:

“In addition to clause 22.03(d) the Engineer may allow approved selected fine material to be used as bedding material.”

- **B2204 CONSTRUCTION METHODS**

Replace the third paragraph with the following:

“All culverts shall be constructed by the ‘trench method’.”

- **B2207 UNSUITABLE FOUNDING CONDITIONS**

Substitute the second paragraph of Clause 2207 with the following:

“The width of the excavation and cushion to be as shown on the drawings.”

- **B2211 BACKFILLING OF PREFABRICATED CULVERTS**

Substitute the second sentence in the ninth paragraph with the following:

“The cement/soil mixture shall consist of CEM II 32,5 cement and of an approved gravel of sub-base quality (G5) mixed in proportion of 1:10.”

- **B2215 SERVICE DUCTS**

Substitute the fourth paragraph with the following paragraph:

“The depth of the excavation shall be such that a minimum coverage of 1,0 m is allowed for between the road surface/shoulders or any part of the road formation surface. The excavation for service ducts will further be done to ensure that the duct is 600 mm below any part of the natural ground and will allow for the thickness of the pipe bedding. All service ducts will be placed in a 1:10 cement/soil mixture, at least 75 mm thick on either side of the pipe. Service ducts shall extend 1m outside the road reserve.”

- **B2218 MEASUREMENT AND PAYMENT**

Add the following clauses:

- **"B2219 CONSTRUCTION TOLERANCES**

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

(a) Level

The permissible deviation from the specified level shall be ± 25 mm.

(b) Alignment and grade

The permissible deviation of the alignment and grade of each culvert and pipeline shall be ± 20 mm from the specified line and level, or from the line between culvert or pipe inverts at successive manholes or catchpits, as applicable, when measured over any 6 m length, and all such deviations shall be gradual. Reverse falls are unacceptable.”

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(G) SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, OPEN CONCRETE CHUTES AND CONCRETE LININGS FOR OPEN DRAINS**B2302 MATERIALS****(b) Kerbing and channelling**

Add to Sub-clause 2302(b) the following:

Precast kerbs shall preferably be factory produced by a reputable manufacture of the articles and shall comply with the requirements of SABS 927.

• B2304 CONSTRUCTION**(b) Prefabricated concrete Kerbing and channelling**

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

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 kerbs 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.

• (e) Cast in-situ kerbs and channels

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

Where new Kerbing and channeling has to be laid in an existing bitumen surface, the surface shall be neatly cut to a straight line with an angle grinder or similar approved means along the edge of the channel. The existing road foundation shall then be carefully removed over the width and depth required to construct the new kerbs and channel.

During the construction of the in-situ channel, the contractor shall take care not to stain or damage the existing road surface. Any damage, excess overbreak, undermining or staining shall be repaired by the Contractor at his own expense.

Add the following new Sub-clauses to Clause 2304:

• (m) Formwork and finish

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

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(H) SECTION 3300: MASS EARTHWORKS**B3303: CLASSIFICATION OF CUT AND BORROW**

(a) Classes of excavation

Add to Sub-clause 3303(a) the following:

(i) Soft excavation

Add the following at the end:

Or

“Soft excavation shall be excavation in material which can be efficiently ripped by a bulldozer with a mass of at least 35 tons when fitted with single tine ripper and an engine developing approximately 220 kW at the flywheel”.

Remove item 3303 (a) (ii) Intermediate excavation. There will be no intermediate material measured in this contract and except from hard excavations all excavations must be considered as soft excavation.

(iii) Hard Excavation Add the following:

- A full survey including proto report of all dwellings within a radius of 200m of a blasting area needs to be conducted before blasting operations commence. The Contractor is liable for any damage that occurs to any structure, cable, sewer, pipe, etc. and immediately notifies the Employer's Agent of any such damage. The Employer's Agent arranges for the damage to be repaired by the owners of the damaged service and the cost of such repairs is deducted from any monies due to the Contractor.

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.

B3307: FILLS

(d) Benching

Add the following:

“Benching of fill and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and pavement layers where benching is required for widening of the existing road formation. Benching shall be undertaken as shown on the drawings. It is a requirement that benching shall always be started at the bottom of the existing fill progressing to the top of the formation. The dimensions and details of benching are shown on the drawings.”

(i) Widening of fills

In the eight paragraph of Sub-clause 3307(i), delete the sentence "An extra over payment for the widening of existing fills will apply under Item 13.16."

Add the following:

- No extra over payments will be made in respect of the nature of the site or due to the dimensions of the fills being widened or constructed.

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

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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.

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	Item
B33.01:	Cut and borrow to fill, including free-haul up to 1,0 km:
B33.04:	Cut to spoil, including free-haul up to 1,0 km:

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(I) **SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL**

B3402:	MATERIALS (a) General 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. Material requirements for gravel pavement layers are in accordance with TRH4 and shall be indicated on the drawings. There shall be no measurement of Intermediate class excavation. All excavation that is not Hard shall be deemed as Soft.		
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) 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.		
	B34.04:	In-situ reconstruction of existing pavement layers as:	
	(a) Gravel selected layer compacted to 93% of modified AASHTO density using		
	ii) Non cemented material, 150mm thick		(m ³)
	The unit of measurement shall be the cubic meter of compacted pavement layer, and the quantity shall be calculated from the authorized dimensions of the completed layer.		
	B34.06:	Extra over item 34.04 for adding extra material as specified	
	(a) Gravel selected layer (neat G7 or better commercially sourced)		m ³)
	The unit of measurement shall be the cubic meter of compacted pavement layer, and the quantity shall be calculated from the authorized dimensions of the completed layer. The tendered rates shall provide full compensation for procuring from commercial sources, furnishing and placing all materials and compacting of the material, over an unlimited free haul distance where material is obtained from commercial sources, and for the testing, protecting and maintaining of layers as specified.		

(a) Chemical Stabilising Agents

Add the following after the first paragraph:

"The Contractor must receive confirmation from the Engineer on the type and quality of stabilising agent before ordering."

Replace sub clause (ii) with the following:

"(ii) Common Cement

Common Cements shall comply with the requirements of SANS EN 197-1 as specified in Clause B1229. CEM II cements shall be utilised."

- **(e) Water**

Add the following:

"Water used in the compaction and curing of stabilised layers shall comply with the criteria specified in Table 8116/1."

- **B3503 CHEMICAL STABILISATION**

a) Preparing the layer

Add the following:

"The surface of the layer to be stabilized shall be watered and rolled to obtain a smooth compacted surface without loose or coarse patches in order to ensure a uniform application of stabilizing agent or agents.

Payment for preparing the layer surface to these standards shall be deemed to be included in the tendered rates of sections 3400 and 3500."

(b) Applying the stabilizing agent

Add the following:

"The minimum rate of application shall be 2,0% by mass of the specified stabilizing agents. The engineer may order a variation in the rate of application. The spreading of stabilizing agent/s shall be done by placing bags along the road and spreading by hand using rubber squeegees to obtain a uniform layer of stabilizing agent/s. Bags which have become damaged or wet shall not be used and such bags shall be replaced at the contractor's cost. No additional payment other than the scheduled payment items shall be considered if more than one type of stabilizing agent is used for the stabilization of a layer."

(d) Mixing in the stabilizing agent

Add the following:

"Where chemically stabilized pavement layers are constructed, no stabilizing agent may be spread or mixed beyond the specified width. The contractor shall not mix material for stabilization on adjacent bituminous surfaces.

Where existing and new works are joined (longitudinal joints and others), the material shall be satisfactorily mixed and compacted without any permeable or loose patches."

(e) Watering

Add the following paragraph after the third paragraph:

"The contractor's attention is drawn to the provisions of the third paragraph of this standard clause, especially the second sentence, which states:

The moisture content of the material during compaction shall never exceed 80% of the saturated moisture content of the natural material without stabilizing agents.

This requirement will be rigorously enforced on site to reduce the occurrence and magnitude of shrinkage cracks."

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(f) Compaction

Add the following:

"The entire layer, regardless of its thickness, shall be processed within the time limitations stipulated in sub-clause B3503(i).

"The preparation of the stabilised materials for Modified AASHTO compaction testing shall be in accordance with the requirements of TMH1, Method A16T and the compaction thereof to TMH1, Method A7."

(g) Finishing at junctions

In the first sentence after "damage to" add the following:

".....the existing pavement or....."

(h) Curing the Stabilised Work

Replace the first paragraph with the following:

"The stabilized layer shall be protected against rapid drying out by being kept continuously wet or damp by watering at frequent intervals until one of the methods of protection listed below is put into effect. Stabilized layers which are not kept continuously wet or damp but is subjected to consecutive wet-dry cycles, may be rejected by the engineer should he consider the layer to have been adversely affected. Method (iii) and (iv) shall not be applicable."

Amend the final paragraph to read:

"No additional payment will be made for curing as described above."

(i) Construction Limitations

In Table 3503/1, delete "8 hours" for ordinary Portland cements and cement blends and replace with: "6 hours"

Amend the last paragraph to read as follows:

"No traffic or plant not actually used for processing or curing the layer shall be allowed to pass over the treated layers for a period of at least 5 days after compaction is completed. Thereafter tipping and spreading of the overlaying layer may proceed. Construction of the overlaying layer shall only proceed after a minimum period of 7 days after compaction of the treated layers is completed."

Add the following:

"No stabilisation shall be done with falling air temperatures when the air temperature falls to below 7 °C, or during rising air temperatures, when the air temperature is below 3 °C.

Moisture content tests shall not be undertaken more than one day in advance of in-situ stabilisation operations. Care shall be taken to ensure that samples are representative of the in-situ material. Checks shall be conducted when wet weather occurs between initial testing and work commencing on any section."

- **B3505 BITUMINOUS STABILISING**

(b) Mixing in the additive

In the third line, change "sub-clause 3503(b)" to "sub-clause B3503(b)".

(e) Compaction

In the first line of the first paragraph, change "sub-clause 3503(f)" to "sub-clause B3503(f)".

(f) Finishing at junctions

In the second line change "sub-clause 3503(g)" to "sub-clause B3503(g)".

(g) Construction limitations

In the second paragraph, delete the word "Limited".

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- **B3506 TOLERANCES**

- (a) **Rate of application**

- (i) Chemical stabilizing agents Add the following:

- “Stabilizer content after construction shall be determined by TMH 1 test method A 15(d). The coefficient of variation for each lot shall not exceed the following:

- 30% for in place mixing, and

- 20% for plant mixing (in situ recyclers shall be considered plant mixers) Where:

- Coefficient of variation = $\frac{S_n}{X_n} \times 100$

- X_n

- S_n = Standard deviation of “n” determinations of stabilizing agent content, and

- X_n = Mean of “n” determinations of stabilizing agent content, with n = 4 minimum”

- **B3509 QUALITY OF MATERIALS AND WORKMANSHIP**

- Replace the second paragraph with the following:

- “The test results and measurements shall be judged in accordance with the provisions of Section 8300.”

- Add the following after the fourth paragraph:

- “The stabilized material sampled from the layer for the compaction of Modified AASHTO briquettes, shall be prepared according to TMH 1 method A16 T i.e. discard materials coarser than a 37,5 mm test sieve, and compact according to TMH 1 method A7. The compacted specimens are used for the determination of unconfined compressive strength, indirect tensile strength, wet/dry durability and maximum dry density / optimum moisture content relationship.”

- **B3510 MEASUREMENT AND PAYMENT**

- Amend the following payment item.

- | | |
|--------------|-------------|
| <u>“ITEM</u> | <u>UNIT</u> |
|--------------|-------------|

- B35.02 Chemical Stabilizing Agents**

- Replace subitem (a) with the following:

- (a).....Common cements to SANS EN 197-1 (CEM II 32,5)..... ton (t)”

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(J) SECTION 4100: PRIME COAT B4102 MATERIALS**(a) Priming Material**

Add the following priming material:

“MSP1 or Colprime E complying with SABS 307.”

- B4104 WEATHER AND OTHER LIMITATIONS

Replace paragraph (g) with the following:

“(g) when the moisture content of the upper 50 mm of the layer is higher than 50% of the optimum moisture content determined according to TMH1 method A7.”

- B4106 APPLICATION OF THE PRIME COAT

Add the following to paragraph (b):

“The temperatures for storage and spraying of MSP1 or Colprime E shall be in accordance with the supplier’s specification.”

Add the following sub-clause:

“(j) The nominal rate of application of the prime coat shall be 0,7 l/m².”

- B4110 MEASUREMENT AND PAYMENT

ITEM**UNIT****B41.01 Prime coat:**

Add the following sub item:

“(e) Emulsion prime, “Colprime E” or similar ..litre (*l*)
”

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SECTION 4200: ASPHALT BASE AND SURFACING B4202 MATERIALS**(b) Bituminous binders**

Add the following:

“The bitumen binder for the manufacturing of the continuously graded asphalt surfacing shall be 60/70 penetration grade bitumen. The bitumen binder for the manufacturing of the continuously graded asphalt base shall be 40/50 penetration grade bitumen”

(c) Aggregates

(i) Grading Add the following:

“The aggregate grading for the continuously graded asphalt surfacing shall be as specified for a medium grading as per Table 4202/7 in the standard specifications.

The use of crushed stone base material shall not be permitted. The mix shall be manufactured using single size coarse aggregate fractions. The use of natural sands will not be permitted. The engineer may request a reconsideration of the blend to achieve any grading within the given envelope.”

(d) Fillers

Add the following:

“All asphalt mixes specified for use in the works shall contain at least 1% by mass of CEM I 32,5 active filler.”

- B4203 COMPOSITION OF ASPHALT BASE AND SURFACING MIXTURES**

Delete the fifth paragraph and replace with the following:

“The design of the asphalt mixes shall be in accordance with “Interim Guidelines for the Design of Hot-Mix Asphalt in South Africa (June 2001)”, and appropriate research results. The mix properties and requirements shall be as specified in the project specifications.

The relevant asphalt mixes for the base and surfacing layers shall comply with the requirements in table B4203/2.”

- TABLE B4203/2: ASPHALT MIX REQUIREMENTS: BASE AND SURFACING**

Property	Continuously graded base mixes	Continuously graded surfacing mixes	Stone mastic asphalt mixes
Marshall stability (Kn)	8 – 18	8 – 18	-
Marshall Flow (mm)	2 – 6	2 – 6	-
Stability /Flow (Kn/mm)	>2,5	> 2,5	-
VMA (%)	> 14	> 15	> 17
VFB (%)	65 – 75	65 – 75	
Air voids (%)	4 – 6	4 – 6	3 – 5
Indirect tensile strength @ 25°C (kPa)	> 1000	> 1000	> 400
Dynamic Creep Modules @ 40°C (Mpa)	> 20	> 20	-
Modified lottmann* (TSR)	> 0,7	> 0, 8	> 0,7
Air permeability @ 7% voids (cm ²)	< 1 x 10 ⁻⁸	< 1 x 10 ⁻⁸	<1 x 10 ⁻⁸
Binder film thickness (microns)	5,5 – 8,0	5,5 – 8,0	-
Filler bitumen ratio	1 – 1,5	1 – 1,5	-

RESURFACING OF DRIEKOPPIES ROADS

B4205 GENERAL LIMITATIONS AND REQUIREMENTS AND THE STOCKPILING OF MIXED MATERIAL**(c) Surface Requirements**

(iii).....Tack Coat

Add the following new paragraph:

“Hand spraying shall only be permitted on areas approved by the engineer. The binder distribution shall be capable to apply the binder evenly over the full area. The equipment shall comply with clause 4103. Tack coat shall be applied to all transverse and longitudinal joints by hand utilizing a paint brush.”

B4206 PRODUCING AND TRANSPORTING THE MIXTURE**(b) Production of the mixture**

(ii).....Using drum-type mixer plants:

Add the following:

“Pre blending of aggregate fractions shall not be permitted and the Contractor shall ensure that sufficient cold-feed bins are installed to accommodate each individual aggregate fraction, including the filler.”

(c) Transporting the mixture

Add the following paragraph:

“Special precautions shall be taken by the Contractor to ensure that the temperature of the total mass of asphalt does not decrease by more than 10° C from point of dispatch to the point where it is to be paved. The use of the thermal blankets is obligatory.”

Add the following sub-clause:

- “(f) Approval of asphalt mixture

Before any asphalt is placed on the road, the Engineer shall approve the mix design. The approval process shall be as follows:

The Contractor shall prepare and submit a laboratory design mix with test results at four different bitumen contents. The design mix shall be submitted on the prescribed form D3 of TMH 10: “Instruction for the completion of as-built materials data sheets” with all the necessary test results completed. In addition, the proposed asphalt mixture shall be subjected to gyratory testing. All the expenses in preparing and submitting the laboratory design mix shall be to the Contractors cost.

Samples of all aggregate and bitumen shall be submitted with the laboratory design mix to enable the Engineer to carry out check design testing as necessary. The above design and aggregate shall be submitted to the Engineer at least six weeks before it is intended to commence with any asphalt production.”

B4208 JOINTS

Add the following to this clause:

“Where the difference in level between the new work and the existing road surface exceeds 25 mm, joints shall be treated as follows:

Transverse steps at the end of a day’s work shall be tapered off at a slope of 1 vertical to 20 horizontal (1:20) to tie in with the existing surface. The tapered section shall be removed before surfacing is recommenced and a joint formed in accordance with clause 4208 of the specification.

Longitudinal joints exposed to traffic shall be provided with a taper of compacted asphalt material over the full length of the exposed joint. The width of the taper shall be at least 5 times the difference in level between the old and new work.

All costs involved in the provision and removal of these temporary ramps shall be deemed to have been included in the rates tendered for the relevant asphalt pay item.”

RESURFACING OF DRIEKOPPIES ROADS

B4214 QUALITY OF MATERIAL AND WORKMANSHIP**(b) Coring of asphalt layers**

Add the following:

"A suitable coring machine shall be available when asphalt paving is taking place. Cores shall only be drilled after a minimum period of 24 hours after placement of the asphalt layer and when the road temperature is 20 °C or less. Core holes shall be filled with hot mix asphalt and compacted, all within 24 hours of the core being drilled. Coring shall be carried out within 48 hours after the paving has been completed and supplied to the Engineer. The test results of cores shall be submitted to the Engineer within 24 hours after coring."

(c) Routine inspection and tests

Add the following paragraph:

"The Contractor shall keep accurate records of:

- (i) The position where every truckload of asphalt is paved (chainage, lane, time and date).
- (ii) The temperatures of the asphalt in the trucks both at the mixing plant and at the paving equipment immediately prior to discharging the load.
- (iii) The truck number from which control samples are taken. All samples taken shall be appropriately numbered."

RESURFACING OF DRIEKOPPIES ROADS

(K) SECTION 5100: PITCHING, STONWORK AND PROTECTION AGAINST EROSION**B5101 SCOPE**

Add to Clause 5101 the following;

The section also covers the saw cutting of various types of in-situ material with a mechanical saw cutting machine.

- **B5102 MATERIALS**

Add new Sub-Clause to Clause 5102 5102 (i) Mechanical Saw Cutting

(a) plant

Saw cutting machines shall be power driven saws suitable and capable to cut accurately to required depths and alignment in various materials as specified. Skill operator shall be required for operating sawing machines. Operators shall be equipped with suitable safety equipment (e.g. industrial goggles, suitable boots as well as clothing) for operating the sawing machines.

(b) Preparation to saw cutting

Before saw cutting may commence, the cut line shall be accurately pre-marked to the specified dimensions in term of the drawings or as instructed by the engineer.

(C) CONSTRUCTION TOLERANCE

Mechanical saw cutting shall be undertaken within the following dimensional tolerances:

(a) Horizontally

Mechanical deviation from the specified line shall not be more than 5mm

(b) Vertically

The cut depth shall never be less than the specified depth but shall not exceed the specified depth by more than 15mm.

RESURFACING OF DRIEKOPPIES ROADS

(L) **SECTION 5200: GABIONS**

B5202:	MATERIALS Add the following new sub-clause: (g) Concrete Concrete work shall be carried out in accordance with the provisions of Sections 6200, 6300 and 6400.
B5203:	CONSTRUCTION OF GABION CAGES (a) General Add the following new sub-clause: “(iii) Reno mattresses or similar may be used as alternative to gabion boxes. These Reno mattresses are to be manufactured of 80mm x 100mm mesh (2,5mm diameter wires, diaphragm spacing 0,6m).
B5204:	CONSTRUCTING GABIONS (c) Assembly Delete and substitute with: (c) Assembly, erection and stretching (i) Assembly “Prior to assembly, the gabion material shall be opened out flat on the ground and stretched to remove any kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even. The four corners of the gabion boxes shall be laced first followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvages. It shall then be passed round two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation. Gabion mattresses may be cut and rejoined to form a curved shape, or any other appropriate shape. An extra over rate shall apply when mattresses have to be cut and joined on instruction from the Engineer. (ii) Erection Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed, shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These must be secured and reach at least to the top of the gabion box. Further gabions shall then be positioned in the structure as required, each being securely laced to the preceding one at all corners and diaphragm points. (iii) Stretching On completion of erection of a suitable length of gabion, the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes. Whilst under tension the gabion boxes shall be securely laced along edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled.” (d) Rock filling Add the following new sub-sub-clause: (iii) General “Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of rock of size not less than 120mm and not greater than 250mm so placed to produce a neat face and line with a minimum of voids. Internal horizontal bracing wire shall be provided at 500mm vertical centres or such spacing to ensure a ratio of four to every 1m³ of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and horizontal bracing wires inserted as filling is brought up. Similar bracing wires used vertically shall be provided in 0,5mm deep gabions at 330mm horizontal centres where water falls directly onto gabions or where a neat face is required.

RESURFACING OF DRIEKOPPIES ROADS

Tension on the gabion boxes shall be released only when sufficiently full to prevent the mesh from slackening.

Gabion boxes shall be overfilled by 20 to 50mm above their tops to allow subsequent settlement of the filling."

Add the following new sub-clauses:

(e) Final wiring

"Closing and wiring down of lids shall proceed as soon as possible after filling operations and certainly in the likelihood of storms or floods during construction. The wiring down shall consist of wrapping around wire at such intervals as required or specified.

Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all tying and bracing wires shall be turned into the gabion box on completion of all lacing operations.

Tightness of mesh, well packed filling and secure lacing is essential in all structures."

(f) Removal, dismantling and stacking of gabions

"Existing gabions, either damaged or not, that require to be removed or moved to a new location shall be dismantled. Material not required for re-assembly or unsuitable for re-use shall be neatly stacked at approved locations in accordance with the Engineer's instructions. Payment will be made only for gabions removed in accordance with the written instruction of the Engineer.

Where gabions require moving, or as declared suitable by the Engineer are re-usable, the contractor shall re-use all the material, plus supply such new materials as may be required to re-assemble the gabion again to the standard specification for new gabions."

(g) Blinding Layer

Where indicated on the drawings, a blinding layer of 15MPa concrete 75mm thick shall be laid as a surface on which to place the gabions. The surface of the concrete shall be properly compacted and screeded to form a Class U1 surface finish as specified in Clause 6209 of the standard specification.

RESURFACING OF DRIEKOPPIES ROADS

(M) SECTION 5600: ROAD SIGNS B5601 SCOPE

Replace “South African Road Traffic Signs Manual” in the second paragraph with:

“SADC Road Traffic Signs Manual and the Road Traffic Act No. 29 of 19137 and Regulations”

Add the following:

“This section also covers the supply and erection of permanent danger plates at culverts and bridges at the locations indicated on the drawings or as directed by the engineer.”

- B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

- (a) **Road signboards**

Add the following:

“The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer’s factory shall provide the Engineer with a 100 mm x 150 mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the Contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification.”

- (a)(ii) Steel profile road signboards

Add the following:

“Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour.”

- B5604 ROAD SIGN FACES AND PAINTING

Add the following new sub-clause:

- “(e) Application of retro-reflective material

All sign faces shall be faced with diamond grade retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification.”

- B5605 STORAGE AND HANDLING

Add the following:

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

- Drilling of holes, except for the fastening of overlays
- Application of any form of adhesive
- Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material
- Covering the sign face with an impermeable material that does not allow free circulation of air.”

- B5606 ERECTING ROAD SIGNS

- (c) **Erection**

Add the following:

“After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material’s manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the Engineer.”

RESURFACING OF DRIEKOPPIES ROADS

- B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following:

“Existing overhead and ground mounted road signs that are being replaced by new signs shall be dismantled and disposed of by the Contractor. Where possible the dismantling of the signs shall not be before the replacement sign is erected and displayed. Where dismantling of the sign is required before erection of the replacement sign, the dismantling shall not take place until immediately before work is to commence on the replacement, and the replacement shall be completed and the new sign displayed as soon as possible thereafter (within 72 hours).

Dismantling shall include sign panels and ground mounted sign supports.

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs.

Pay items are provided in the Bill of Quantities. Payment will differentiate between different types of sign panels.”

- B5609 MEASUREMENT AND PAYMENT

Amend the following payment item:

- | <u>ITEM</u> | <u>UNIT</u> |
|--|-------------|
| B56.01 Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from:” m² | |

Amend the last two lines of the second paragraph to read:

“completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists’ view of the new or replaced sign board.”

Add the following payment item:

- B56.10 Hazard plates at culverts
 - (a) Provision and erection of hazard plates at culvert structures as per drawing No

The tendered rate shall include full compensation for all the labour and material, painting, lettering posts, excavation, backfilling with soil-cement, etc. as may be necessary for completing the work in accordance with the details shown on the drawing.’

RESURFACING OF DRIEKOPPIES ROADS

(N) SECTION 5700: ROAD MARKINGS**B5701 SCOPE**

Replace “South African Road Traffic Signs Manual” in the second paragraph with: “SADC Road Traffic Signs Manual”

- **B5702 MATERIALS**

Add the following sub-clause to item 5702(a):

“(v) **Retro-reflective Glass beads**

The retro-reflective beads shall be glass beads that comply with the requirements for glass beads specified in CKS 192.

The beads shall be delivered to the site in sealed bags, marked with the name of the manufacturer, the batch number and an inspection seal of the SABS, confirming that the beads form part of a lot tested by the SABS and comply with the requirements of CKS 192. Alternatively, the Contractor shall at all times have a SABS certificate on the site, identifying the batches to which the inspection seals apply and certifying that they have been tested by the SABS, and comply with the requirement of CKS 192.”

- **B5704 MECHANICAL EQUIPMENT FOR PAINTING**

Add the following sentence at the end of the first paragraph:

“The Road-marking machine shall be fitted with a device to guide the operator to the centre of the line to be painted. This device shall be used at all times of operation.”

- **B5706 SETTING OUT THE ROAD MARKINGS**

Add the following:

“Where road markings are to be replaced after milling/overlay seal, it is essential that all existing barrier lines and other road marking lines be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of barrier lines shall be re-assessed on site by the Engineer before the Contractor commences with the road marking.”

- **B5707 APPLYING THE PAINT**

Add the following:

“The Contractor’s establishment on site and general obligations shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be onsite or is required to move within the site.”

- **B5710 TOLERANCES**

(c) Alignment of markings

Add the following paragraphs:

“When an unbroken line and a broken line are painted alongside each other, the beginning and the end of the unbroken line shall coincide with the beginning of one broken line and the end of another broken line. When existing lines are repainted, the new markings shall not deviate more than 100 mm in the longitudinal direction nor 10 mm in the transverse direction from the existing marking.

The alignment of the road studs shall not deviate from the true alignment by more than 10 mm and shall be positioned so that the reflective faces are within 5° of a right angle to the centre line of the road.”

RESURFACING OF DRIEKOPPIES ROADS

Add the following sub-clause:

- “(e) Testing

- (i) Plant

Before painting any permanent road markings, the Contractor shall satisfy himself and the Engineer, by painting test lines on a section of pavement other than the section required to be marked:

- (1) that the painting machine is in good working order and properly adjusted;
- (2) that the operator is fully experienced; and
- (3) that the machine sprays at the specified rate of paint application.

The Contractor shall bear the cost of all materials and workmanship required for the above plant tests.

In addition, the Contractor shall conduct random paint thickness tests and dip/spread tests as required by the Engineer.”

- B5711 GENERAL

Insert the following into the last sentence of the last paragraph between “black paint” and “or chemical paint remover”:

“, bituminous emulsion, slurry”

Add the following to the last paragraph:

“Where black paint is used, it shall be matt.” Add the following new clause:

- “B5715 REMOVAL OF EXISTING ROAD STUDS

The existing road studs shall be removed from the road surface prior to milling.”

- B5714 MEASUREMENT AND PAYMENT

- ITEM UNIT

B57.06 Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)

Add the following:

“Referencing of existing barrier lines and other road marking lines prior to milling and other operations, shall be included in the tendered rate for setting out and pre-marking.”

(O) SECTION 6400: CONCRETE FOR STRUCTURES

• B6402 MATERIALS

(a) **Cement**

Replace this sub-section with the following:

"Refer to section 1142 for specification of cement."

CEM I 42,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.

• B6404 CONCRETE QUALITY

(b) **Strength concrete**

Add the following paragraph:

"The cement content for any class of structural concrete or mass concrete used in structures shall not be less than 300 kg/m³ of concrete.

The contractor must provide the engineer with complete mix designs and materials for strength concrete at least six (6) weeks before the first concrete is cast on the project".

• B6405 MEASURING THE MATERIALS

(c) **Aggregates**

Add the following:

"All concrete for structures shall be manufactured by mechanical mass batching unless authorised otherwise by the engineer for minor concrete structures or for labour-intensive methods."

• B6407 PLACING AND COMPACTING

(a) **General**

Add the following after the third paragraph:

"Concrete shall only be placed up to 20:00 at the latest. Under exceptional circumstances the Engineer may allow night work on condition that proper lighting arrangements can be made and a new and rested shift for night work is provided and ambient temperatures are such as to not adversely affect the setting of the concrete."

• B6408 CONSTRUCTION JOINTS

(a) **General**

Add the following:

"No construction joints other than those indicated on the drawings will be permitted without the written approval of the engineer".

• B6409 CURING AND PROTECTING

Add the following:

"The surface area of bridge and culvert floor slabs and decks shall be cured as follows:

- (i) The area of freshly cast and finished concrete surface shall be immediately covered as specified in clause 6409(e).
- (ii) After the concrete has set sufficiently the entire area shall be treated with an approved curing compound as specified in clause 6409(f)."

RESURFACING OF DRIEKOPPIES ROADS

- B6414 QUALITY OF MATERIALS AND WORKMANSHIP

- (a) **Criteria for compliance with the requirements**

- Add the following:

- "Quality control shall be carried out by the engineer as specified in Section 8200: Quality Control (Scheme 1)."

- Add the following new paragraph:

- (d) Concrete cores - strength requirements

- "Cores will only be drilled if authorised by the engineer. This will only be considered if the contractor's own cubes, when crushed by the engineer, attained the required 28-day cube strength."

- B6414 QUALITY OF MATERIALS AND WORKMANSHIP

- (a) **Criteria for compliance with the requirements**

- Add the following sentence:

- 'Judgement plan B of Section 8200 shall apply.'

RESURFACING OF DRIEKOPPIES ROADS

RESURFACING OF DRIEKOPPIES ROADS

(P) SECTION 8100: TESTING MATERIALS AND WORKMANSHIP B8103 THE COSTS OF TESTING

Add the following sub clauses:

- “(a) Testing as required by the Engineer

Testing required by the Engineer shall be conducted by an approved commercial laboratory on all materials and workmanship to ensure compliance with the requirements of the specifications.

- “(b) Quality control

The tests, frequency of tests and lot sizes shall be in accordance with TMH5.”

- B8105 TESTING OF AGGREGATES

Add the following sub-clause:

“(g).....Ethylene Glycol Weathering Test for durability of aggregates used in seals and asphalt

- (i) Method

Selected 100 number single sized chippings from a representative sample retained on the 13.2 mm sieve but passing the 19 mm sieve. The selected aggregate chippings shall be oven dried for 12 hours and the mass of the chippings shall then be determined to the nearest 0.001 kilogram. The chippings shall then be immersed in ethylene glycol contained in a glass container for 28 days. After 28 days the chippings shall be removed from the ethylene glycol and oven dried for 12 hours. The mass of the chippings shall then be determined and the percentage weathering loss shall be calculated from the results.

- (ii) Acceptance Criteria

Only aggregate that shows a breakdown after 28 days in ethylene glycol of less than 2% shall be used in seals or in asphalt.”

- B8110 TESTS RELATING TO CHEMICAL STABILIZATION

Add the following sub-clause:

“(d)The wet-dry durability test for cement-treated materials using the hand brushing 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 note (3)).

- (ii) Apparatus

- (1) A moisture curing room capable of maintaining a relative humidity of 95 to 100 percent and a temperature of 22 °C to 25 °C, or suitable plastic bags capable of holding specimens and carriers in a airtight 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 °C 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°C ± 3 °C and 110 °C ± 5 °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.

RESURFACING OF DRIEKOPPIES ROADS

(iii) Method

(1) Preparation of specimens

Prepare specimens in accordance with the procedure described in method A19 in TMH1 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 method A7 (modified AASHTO) in TMH1.

(2) Curing of specimens

Cure the specimens for seven days at a relative humidity of 95 to 100 percent and a temperature of 22 °C to 25 °C in a suitable curing room or in plastic bags and a suitable water bath. Alternatively the specimens may be rapid cured (see note (5)).

(3) Wetting, drying and brushing

After curing, remove the specimens from the curing room or plastic bag, 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. 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 (4)).

The procedure described so far constitutes one cycle (48 hours) of the wet-dry durability test. After brushing the specimens are again submerged in water and the procedure repeated for a total of 12 cycles (see note (2)).

(4) Determination of soil-cement losses

After 12 cycles, dry the specimens to constant mass at 110 °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.

(iv) Calculations

(1) Calculate the soil-cement loss of the specimens as a percentage of the original oven-dry mass of the specimens as follows:

$$L \text{} = \frac{W - M}{W} \times 100$$

Where

L = soil-cement loss (%)

W = original calculated oven-dry mass (g) (calculated according

paragraph 3.5 in method A19 in TMH1)

M = final oven-dry mass (g)

(2) The percentage loss shall be calculated and reported to the nearest 0.1 percent. These results are normally required for designing a mix and are reported graphically against relevant cement content.

RESURFACING OF DRIEKOPPIES ROADS

(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 is 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.
3. The test was originally developed to determine the wet-dry durability of cement-treated material. It can, however, be used with equal success on material treated with other chemical stabilisers, 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.
5. Rapid curing

Seal each specimen airtight 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:

Stabilizing agent	Temp (°C)	Time (hours)
Cement	70 – 75	24 ± 0.5
PBFC	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

Amend the following payment item:

“ITEM**UNIT****B81.02 Testing of materials**

- | | | |
|-----|-------------------------------------|----------|
| (a) | Testing as required by the engineer | Prov Sun |
| (b) | Handling cost and profit | % |

Payment will be done in accordance with Clause 45 of the GCC.”

RESURFACING OF DRIEKOPPIES ROADS

(Q) **SECTION 8200: QUALITY CONTROL B8302 JUDGEMENT PLANS: GENERAL**

(R) Add the following paragraph:

“Where it is not specified in the Standard Specifications or the Project Specifications which judgement plan will be used by the Engineer for quality control, Judgment Plan B shall be use.

RESURFACING OF DRIEKOPPIES ROADS

C3.5: MANAGEMENT

- **C3.5 MANAGEMENT**

- C3.5.1 MANAGEMENT OF THE WORKS**

- C3.5.1.1 Applicable SANS and SABS Standards**

The COLTO (1998 Edition) Standardized Specifications listed in C3.4.1.1 are applicable.

- **C3.5.1.2 Particular/Generic Specifications**

Not applicable.

- **C3.5.1.3 Methods and Procedures**

- (a) **Maintenance of access and streets**

The operation of construction vehicles on existing roads or streets, or streets that have been completed to the level of subbase, base or surfaced treatment, shall be limited to the traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of road or streets that have been completed as described above. The Contractor shall make use of a temporary haul road, or where not practically possible, program his work in such a manner that the haulage materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed covered by the appropriate rates.

No additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or the spoil sites, except for payment made under payment item 15.01 in the Bill of Quantities.

Should the Contractor make use of existing roads or streets for haulage, he shall be held responsible to clear the road or street of any spillage caused by his activities within one (1) day after such spillage occurred. No additional payment will be made for the cleaning of the spillage.

- (b) **Blasting operation**

All blasting shall be carried out by a competent, registered blaster. The blaster shall furnish to the Engineer copies of all the permits required to purchase, transport, use and dispose of unused blasting material. The Contractor shall inform the commander of the local SAPS at least 1 day prior to the date and time blasting is about to take place.

No blasting operations shall take place on weekends or holidays or weekdays after 17h00.

The Contractor shall ensure that sufficient suitable material, to the satisfaction of the blaster, is available and in place before the blast is initiated.

- (c) **Normal working hours**

Normal working hours shall be from 07h00 until 17h00 on weekdays from Monday to Friday. It shall be from 07h00 until 13h00 on Saturdays.

Work on other days will only be allowed after written approval has been granted by the Engineer.

- (d) **Interference with municipal staff and operations**

The Contractor shall ensure that none of his staff interfere in any way with any municipal staff member or their functions.

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Any person ignoring this shall be removed permanently from site, all at the expense of the Contractor.

(e) Access for other contractors

The Contractor shall provide reasonable access to other Contractors carrying out work on the site from time to time, as and when such access is required. The Contractor is entitled to request reasonable notification of at least 24 hours before access by others is required.

The contractual responsibilities of the Contractor shall remain in full force in spite of the other Contractors having access to the site.

(f) Giving notice of work to be covered up

The Contractor shall give the Engineer at least 24 hours' notice prior to a request for examination of materials or work to be covered up. This request must be made in the request book on site.

Should such a request be made and upon inspection the Engineer found that the works or materials are not yet ready for inspection, the Contractor shall reimburse the Engineer within 30 days of invoice for all expenses incurred as a result.

(g) Sequence of the works

The Contractor shall execute the Works in accordance with the approved programme.

- C3.5.1.4 Quality plans and control (Testing)

Refer to Section C3.4.2.5(b).

- C3.5.1.5 Environmental Management Plan (EMP)

(a) Demarcation of the site

For the purpose of the EMP, the site shall be demarcated into two distinct areas, viz.;

- (i) The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage area, batching areas and other infrastructure that is required for the running of the job.
- (ii) The working area in which construction activities are permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Engineer.

(b) Construction camp

The Contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer at least ten (10) days prior to the commencement date.

(c) Fencing of site

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Engineer.

This fence shall be erected before the commencement of any other work on site. The fence shall be removed after completion of the project and the site reinstated to its original state.

(d) Workshops

All workshops shall be located inside the demarcated construction camp area as approved by the Engineer prior to establishment. The workshop shall have a smooth impermeable

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concrete floor sloped to one side where oil is trapped in an oil trap or sump to contain any spillages of substances such as oil.

Waste material shall be disposed of in accordance with the national, regional and local by-laws regulations and by-laws. The waste shall be regularly removed and disposed of at an approved site.

(e) Eating areas

The Contractor's employees shall eat in a designated eating area indicated on the drawing approved by the Engineer. The Contractor shall provide adequate shade and provide scavenger proof and waterproof refuse bins. Cooking will only take place in this area on well-maintained gas cookers with fire extinguishers present. Open fires other than the gas cookers shall not be allowed.

(f) Watchmen

The Contractor shall have a watchman present on site during non-working hours and on holidays to ensure the safety of plant and materials on site.

(g) Ablution facilities

The exact location of toilets shall be approved by the Engineer. The Contractor shall provide the toilets and maintain and service it on a daily basis. The toilets shall be kept clean. Regular inspections shall be conducted by the Engineer. Burial of waste on site is strictly forbidden. Leaking or broken toilets shall be removed and replaced immediately by the Contractor.

(h) Solid waste

"Solid waste" refers to construction debris, chemical waste, tins, cans, paper, wrappers, excess concrete, waste timber, etc.

The Contractor shall establish a waste control and removal system. He shall submit a method statement to the Engineer for approval prior to commencement.

Appropriate solid waste containers shall be provided for the storage of waste. The containers shall be water proof. The waste shall be removed on a regular basis to prevent the accumulation of waste on site and disposed of at an approved waste site.

(i) Wastewater

Water shall be used sparingly on site. Where possible, wastewater shall be recycled. A wastewater management plan shall be submitted to the Engineer for approval 10 days prior to the commencement date.

The management plan shall detail the expected extent of the contamination of each wastewater stream and how the Contractor plans to deal with it.

Wastewater shall be prevented from flowing into the Olifants River.

(j) Fuel storage area

Fuel shall be stored on site in a depot at a location as agreed with the Engineer. The Contractor shall ensure that liquid fuels are stored in tanks with lids. The tanks shall be placed on a sloped smooth concrete surface with an oil trap on the lower end to collect any spillage.

Fuel shall be kept under lock at all times.

(k) Concrete batching area

Cement and concrete is hazardous to the environment due to the high pH of the material and the chemicals it contains.

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The Contractor shall furnish to the Engineer for approval a method statement for the mixing of concrete. Concrete shall not be mixed directly on the ground. Care must be taken to ensure that wastewater and contaminated material is collected and disposed of correctly.

(l) Equipment maintenance and storage

All equipment and vehicles shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from site. Where possible, maintenance and service shall take place only in the workshop. Permission must be obtained from the Engineer if the aforementioned cannot be adhered to.

The Contractor shall demarcate an area in which the equipment and vehicles may be stored. The location shall be approved by the Engineer.

(m) Materials handling, use and storage

The Contractor is responsible to ensure that all material suppliers are aware of the EMP's restrictions and conditions. The Contractor shall be held responsible should deliveries not comply with the EMP requirements.

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous material.

The Contractor shall furnish to the Engineer a list of all hazardous materials to be used on site, together with the handling, storage and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location shall be approved by the Engineer.

Where possible, the Contractor shall ensure that the refueling of vehicles takes place only at the fuel storage area in the construction camp. If this is not possible, the Contractor shall obtain permission from the Engineer to refuel at any other place. Contaminated material and wastewater at the refueling area shall be contained and disposed of correctly.

(n) Emergency procedures

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Engineer;

Fire – the Contractor shall inform the relevant authority immediately as soon as a fire starts. The Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a fire.

Spillages – the Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a spillage. The Engineer must be informed immediately about a spill. The Contractor shall ensure that the necessary materials and equipment is on site to deal with spills and leaks. The cleanup of spills and leaks shall be for the account of the Contractor.

(o) Care of surrounding areas

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.

RESURFACING OF DRIEKOPPIES ROADS

- C3.5.1.6 Planning and programming

The programme to be furnished by the Contractor to the Engineer for approval shall be in the form of a Gantt chart. The critical path shall be indicated in red.

- C3.5.1.7 Other Contractors on site

No other road construction contractors will be on site during the implementation of the project.

- C3.5.1.8 Recording of weather

The Contractor shall record the weather conditions on a daily basis in the site diary. Rainfall figures and strong wind which could delay the Works shall be noted and recorded.

- C3.5.1.9 Format of communications

All communication regarding the Contract shall be channelled through the Engineer or his representative.

- C3.5.1.10 Planning and programming

Management meeting shall be held monthly on site for the duration of the project on dates to be agreed upon.

- C3.5.1.11 Daily records

Daily records of plant, personnel, materials, etc., shall be kept daily by the Contractor and noted in the site diary to be supplied by the Contractor before commencement date of the project.

C3.6: HEALTH AND SAFETY

- **C3.6 HEALTH AND SAFETY**

C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

Before starting work on site, the Contractor shall present to the Engineer his Health and Safety Plan which includes the COVID-19 plan for approval. He shall also appoint a health and Safety Officer in writing and give a copy of the letter of appointment to the Engineer.

The Health and Safety Specification is attached as Appendix B and must be referred to when compiling the Health and Safety Plan.

(a) Construction Regulations, 2003

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003 Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' Health and Safety Specifications (regulation 4(1)) of the Construction Regulations 2003.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

(b) COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020

The Contractor shall be required to comply with the COVID-19 Occupational Health and safety Measures in Workplaces act: COVID-19 (C19 OHS),2020 for as long as the declaration of a national disaster published in Government Gazette 43096 on 15 March 2020 remain in force. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works or termination of contract.

C3.6.2 PROTECTION OF THE PUBLIC

The site is accessible to the general public. The Contractor shall ensure that all personnel entering the construction site is fully informed about the dangers, dos and don'ts on the site. The Contractor shall ensure that non-construction personnel are protected within the guidelines of the OH&S Regulations.

C3.6.3 BARRICADES AND LIGHTING

All excavations, into which a person may fall, shall be securely barricaded at all times in accordance with the requirements of the applicable OH&S Regulations.

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- C3.6.4 TRAFFIC CONTROL ON ROADS

The Safety Officer shall take full responsibility for the traffic control in and around the site. The personnel on site shall be fully informed and trained by the Safety Officer regarding the construction traffic and general traffic control.

- C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS

Necessary measures must be adopted and implement occupational health and safety measures to reduce and eliminate the escalations of infections in workplaces against disease, epidemics and pandemics on site as and when directed by the Department of Labour.

- C3.6.6 AIDS AWARENESS

All construction personnel shall be given an Aids Awareness briefing session by the Safety Officer.

- C3.6.7 COVID-19 AWARENESS

All construction personnel shall be given an COVID-19 Awareness briefing session by the Safety Officer.

PART C4 SITE INFORMATION

A multi-disciplinary geotechnical centreline and materials investigation was conducted for the Resurfacing of Driekoppies Roads. The investigation was undertaken in order to assess the engineering geological character of the existing base layer and asphalt layer, focusing on the geotechnical properties which will affect the Resurfacing of the roads.

The findings of this investigation are elucidated in their report, the summary of which is attached under item C4 of this document. All of the relevant material testing data is included in the report.

The onus rests with the Contractor to acquaint him with the nature of the ground.

• **C4.1.2 SUBSOIL CONDITIONS**

No Ground water permeability was encountered during geotechnical investigating. It can be however being expected that ground water seepage may occur at interface between the residual soils and parent bedrock during heavy rainfalls and in sections where the road is below NGL.

PART C4: SITE INFORMATION**GENERAL****OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS****CONTENTS**

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PARTICULAR SPECIFICATIONS

SECTION OHS: OHS 1993: HEALTH AND SAFETY SPECIFICATION

• OHS 1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read 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 Construction Regulations **and the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19(C19 OHS), 2020.**

In terms of the OHS 1993 Agreement in Section (C1.4) of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993, the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020.**

This safety specification and the Contractor's own Safety Plan, the Construction Regulations 2014 as well as **COVID-19(C19 OHS), 2020**, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Please insert the risks associated with the project here

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

• OHS 2 DEFINITIONS

For the purpose of this contract the following shall apply:

Employer where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **“client”** as defined in the Construction Regulations 2014. **“Employer”** and **“client”** is therefore interchangeable and shall be read in the context of the relevant document.

- (c) **“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.

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 OHS 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (d) **“Engineer”** where used in this specification, means the Engineer as defined in the General Conditions of Contract. 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).

RESURFACING OF DRIEKOPPIES ROADS

- OHS 3 TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020** and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

- OHS 4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

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

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section T2 (Forms to be Completed by Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

- OHS 5 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

- OHS 6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in

RESURFACING OF DRIEKOPPIES ROADS

writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

• OHS 7 APPOINTMENT OF SAFETY PERSONNEL

7.1 **Construction Supervisor**

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

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

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the client. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

In terms of **Section 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 100 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 base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 Health and safety committee

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

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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, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Structures described in Regulation 11;
- (d) Temporary works described in Regulation 12;
- (e) Excavation described in Regulation 13;
- (f) Demolition work described in Regulation 14;
- (g) Tunnelling as described in Regulation 15;
- (h) Scaffolding as described in Regulation 16;
- (i) Suspended platforms as described in Regulation 17;
- (j) Rope Access Work as described in Regulation 18;
- (k) Material hoists as described in Regulation 19;
- (l) Bulk mixing plant as described in Regulation 20;
- (m) Explosive actuated fastening device as described in Regulation 21;
- (n) Cranes as described in Regulation 22;
- (o) Construction vehicle and mobile as described in Regulation 23;
- (p) Electrical installations and machinery of construction sites as described in Regulation 24;
- (q) Use and temporary storage of flammable liquids on construction sites as described in Regulation 25;
- (r) Water environments as described in Regulation 26;
- (s) Housekeeping and general safeguarding on construction sites as described in Regulation 27;
- (t) Stacking and storage on construction sites as described in Regulation 28;
- (u) Fire precautions on construction sites as described in Regulation 29, and
- (s) Construction employees' facilities as described in Regulation 30.

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

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

• OHS 8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 5(1)(b) with inputs by the Construction Safety Officer (Regulation 7(1));
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1)(c)) and formwork and support work structures (Regulation 12) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13);
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(2)(b));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 19(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).

• OHS 9 CONTRACTORS 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) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014 and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

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(a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 1 the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 7 and as set out in OHS 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 7.

(d) Risk assessment (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

RESURFACING OF DRIEKOPPIES ROADS

(h) Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunnelling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access Work (Regulation 18)

Where rope access work is required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Batch plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (2003), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

RESURFACING OF DRIEKOPPIES ROADS

(p) Explosive powered tools (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (2003) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (2003) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

RESURFACING OF DRIEKOPPIES ROADS

(x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction employees' facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (2004), the provisions of Regulation 30 of the Construction Regulations and **the COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020.**

(z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations and **the COVID-19 Measures in Workplaces** applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 33 **and COVID-19 (C19 OHS),2020**, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

- **The Contractor is advised in his own interest to make a careful study of the Act, the Construction Regulations and the COVID-19 (C19 OHS),2020 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.**

OHS 10 MEASUREMENT AND PAYMENT**10.1 Principles**

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in paragraph 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

RESURFACING OF DRIEKOPPIES ROADS

□ **AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993**

THIS AGREEMENT is made between.....

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

.....

in his capacity as:

.....

AND:

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

.....

in his capacity as:

..... duly authorised to
 sign on behalf of the Contractor.

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

CONTRACT:.....

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

RESURFACING OF DRIEKOPPIES ROADS

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed atfor 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.

RESURFACING OF DRIEKOPPIES ROADS

□ **CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

In terms of Clause 4(4) 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 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 a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9-29, (all or individual regulations) 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

RESURFACING OF DRIEKOPPIES ROADS

- (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:

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) 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 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 by the Employer 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)

□ **PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014**

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]

• **NOTIFICATION OF CONSTRUCTION WORK**

1. (a) Name and postal address of principal contractor.

- (b) Name and tel. pf principal contractor's contact person:

2. Principal contractor's compensation registration number:

3. (a) Name and postal address of client :

- (b) Name and tel. no of clients contact person or agent:

- 4 (a) Name and postal address of designer (s) for the project:

- (b) -----

5. Name and telephone number of principal contractor's sub- ordinate supervisor on site appointed in terms of Regulation 8 (1).

6. Name/s of principal contractor's sub- ordinate supervisor on site appointed in terms of Regulation 8 (2)

7. Exact physical address of the construction site or site office:

RESURFACING OF DRIEKOPPIES ROADS

8. Nature of the construction work:

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site.

Total: _____ Male: _____ Female _____

12. Planned number of contractors on the construction:

13. Name (s) of contractors already selected.

Principal Contractor

Date

Client's Agent (where
applicable)

Date

Client

Date

ANNEXURE B: DRAWINGS FOR TENDER PURPOSES

RESURFACING OF ROADS IN DRIEKOPIES FOR NKOMAZI LOCAL MUNICIPALITY

CONTRACT NUMBER: 55/2023

RESURFAING OF ROADS

TENDER DRAWINGS

ISSUED BY :—



*Nkomazi
Local Municipality*

NKOMAZI LOCAL MUNICIPALITY

09 PARK STREET—MALALANE
MALALANE
1320

TEL: (013) 790—0245

FAX: (013) 790—0990

PREPARED BY :



TSHASHU CONSULTING AND
PROJECT MANAGERS

06 Hans van Rensburg, Suite 11
POLOKWANE
0699

TEL: +27 (0)15 291 4365

FAX: +27 (0)15 291 5392



LAYER NO.	LAYER	THICKNESS (mm)	MIN UCS (KPa)	MIN CBR	TRH 4	DESCRIPTION
①	30AG	30				
②	BASE COURSE FROM STOCKPILE	150	1000		C4	STABILISED LAYER @ 97% MOD AASHTO DENSITY
③	SUBBASE COURSE FROM STOCKPILE	150		15	G5/G6	NATURAL GRAVEL COMPACTED TO 97% MOD AASHTO DENSITY
⑥	REMOVE EX. SURFACING 30mm	30				
⑦	REMOVE EX. BASE AND STOCKPILE	150				
⑧	REMOVE EX. SUBBASE AND STOCKPILE	150				
⑨	CUT AND SPOIL 70mm OF EXISTING ROADBED	70				(TO GET FINAL LEVEL BACK TO WHERE IT WAS)

[illegible]

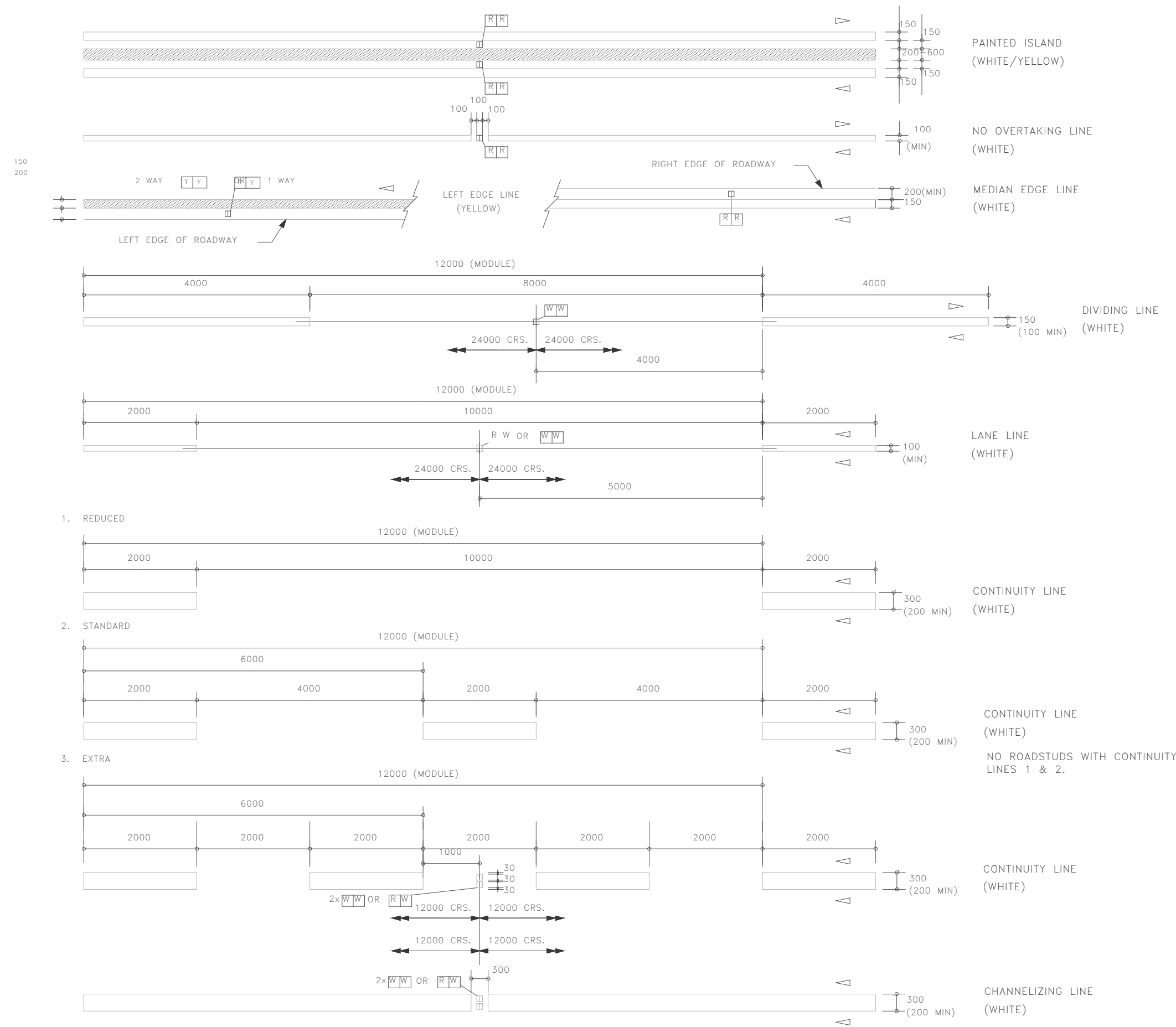


NTS

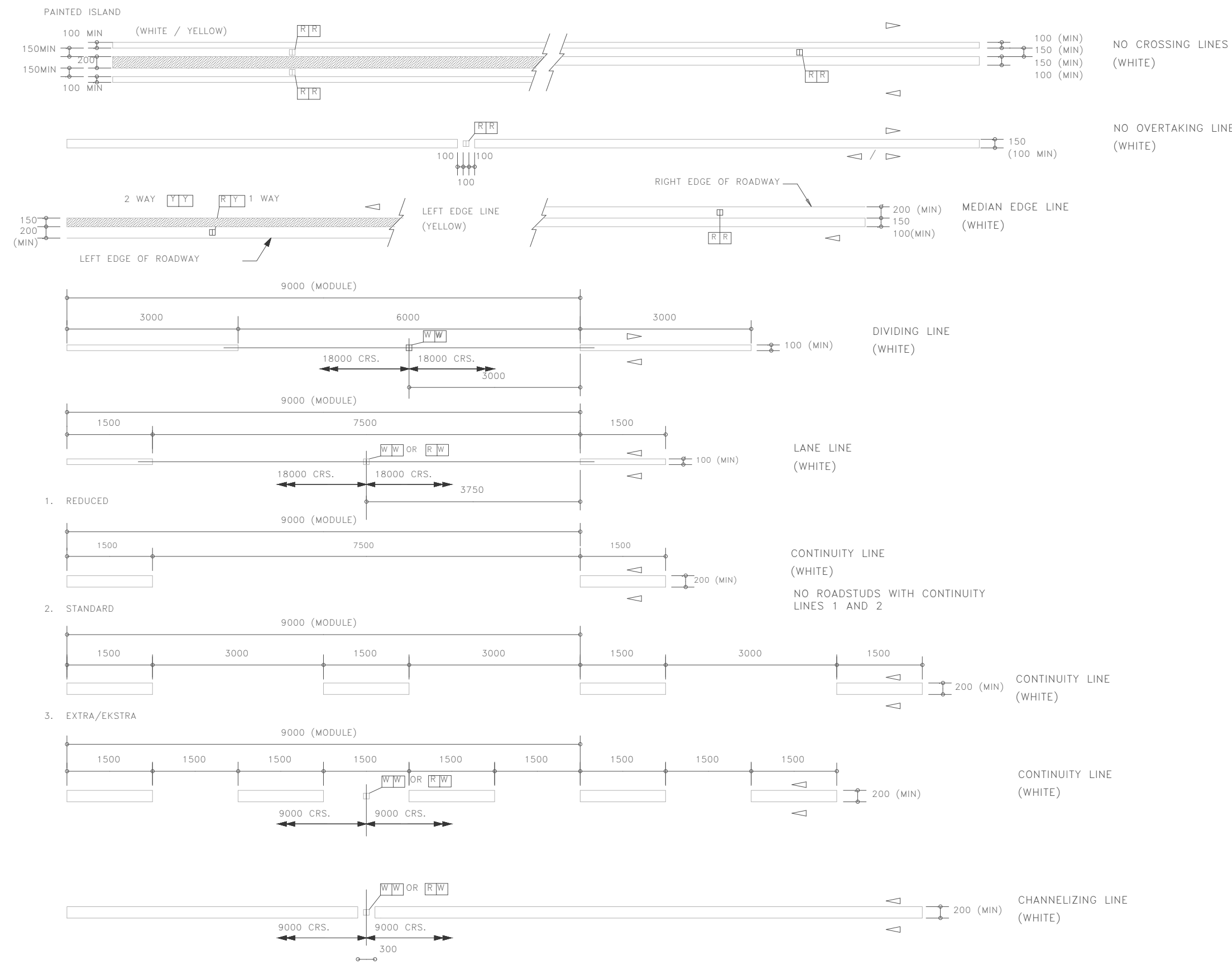


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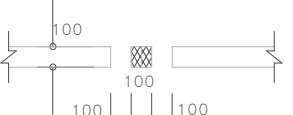
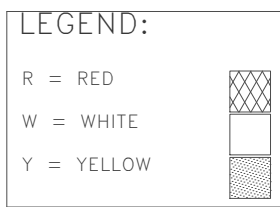


RURAL LONGITUDINAL LINE TYPES

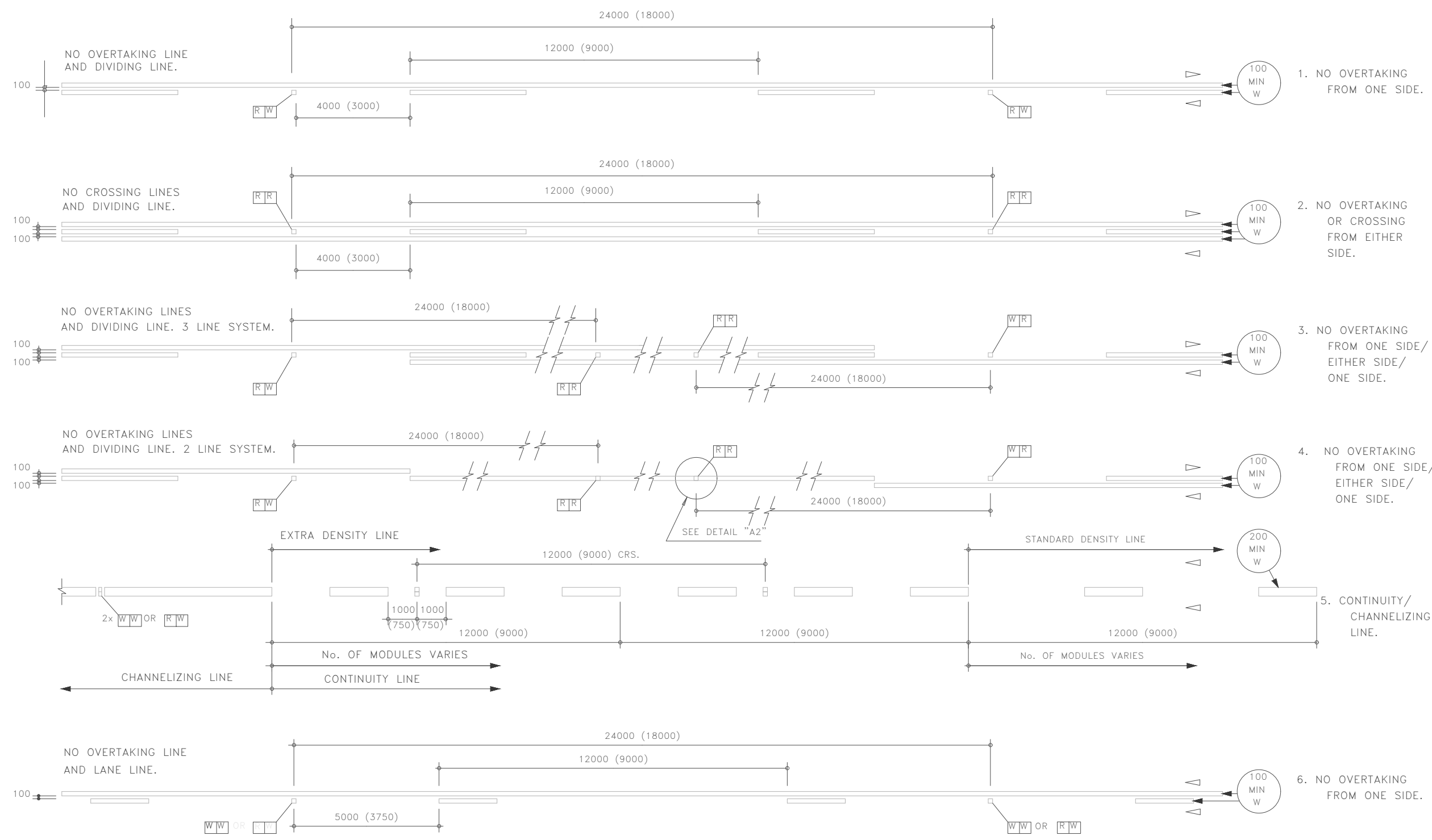


URBAN LONGITUDINAL LINE TYPES

- NOTES: (RURAL LONGITUDINAL LINE TYPES)
1. DIRECTION OF TRAFFIC MOVEMENT WITH RESPECT TO LINE MARKING INDICATED THIS <1 OR <2
 2. PAINTED ISLAND MARKINGS SHALL BE USED AS A STANDARD DIVIDING MARKING ON ALL 4-LANE 2-WAY ROADWAYS. (SEE URBAN LONGITUDINAL LINE TYPES)
 3. A NO OVERTAKING LINE MAY BE USED TO REPLACE A DIVIDING LINE MARKING ON MINOR ROADS OR TO MATCH PROVINCIAL ROAD MARKING POLICY ON AN INTERSECTING ROADWAY AS APPROPRIATE. A NO OVERTAKING LINE MAY BE USED IN COMBINATION WITH A LANE LINE. (NORMALLY ON A FREEWAY CARRIAGEWAY.)
 4. A LEFT EDGE LINE MARKING SHALL NOT EXTEND ACROSS THE POINT OF DEPARTURE FROM A THROUGH PORTION OF ROADWAY.
 5. A RIGHT EDGE LINE MARKING IS ONLY REQUIRED TO DEMARCAT A UNKERBED MEDIAN (A MEDIAN GUARDRAIL OR CONCRETE SEPARATOR BARRIER DOES NOT CONSTITUTE A KERBED MEDIAN.)
 6. THE DIVIDING LINE MARKING REPLACES THE PREVIOUS "CENTRE LINE" MARKING AND SHALL ONLY BE USED BETWEEN LANES CARRYING OPPOSING TRAFFIC FLOWS WHERE OVERTAKING IS PERMITTED.
 7. A CONTINUITY LINE MAY BE SPECIFIED IN ONE OF THREE DENSITIES - 1. REDUCED 2. STANDARD OR 3. EXTRA. A CONTINUITY LINE MAY BE USED TO DEFINE THE LIMIT OF THE THROUGH PORTION OF A ROADWAY, EITHER AT A HIGH SPEED EXIT (OFF-RAMP OR SLIP ROAD), A DEDICATED EXIT LANE ON FREEWAY, OR AT-GRADE ROAD, (RIGHT OR LEFT TURN.)
 8. A CHANNELIZING LINE MAY BE USED AS AN EXTENSION OF A CONTINUITY LINE FOR CERTAIN APPLICATIONS ON THE APPROACH TO AN AT-GRADE SLIP ROAD GORE AREA.
 9. A LANE LINE, CONTINUITY LINE OR CHANNELIZING LINE SHALL NOT BE USED BETWEEN OPPOSING TRAFFIC MOVEMENTS.
 10. THE WIDTHS OF LINES SHOWN ARE RECOMMENDATIONS ONLY. (SEE LONGITUDINAL LINE COMBINATIONS.)



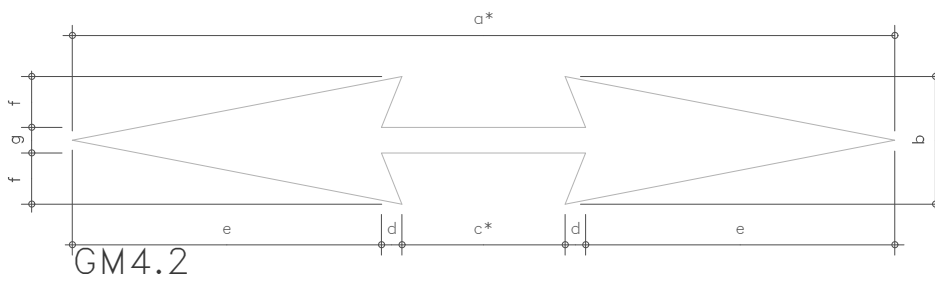
DETAIL "A2"



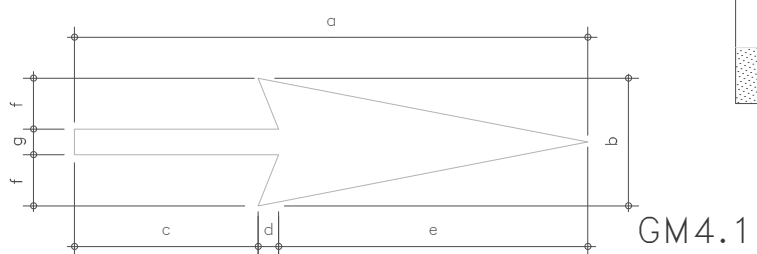
NOTES: (LONGITUDINAL LINE COMBINATIONS)

1. DIRECTION OF TRAFFIC MOVEMENT WITH RESPECT TO THE MARKING INDICATED THIS <1 OR <2
2. FOR FULL LONGITUDINAL DIMENSIONS OF COMPONENT MARKINGS SEE RURAL AND URBAN LONGITUDINAL LINE TYPES.
3. COMBINATION MARKING 1 TO 4 ARE FOR TWO WAY TRAFFIC AND ARE APPLICABLE TO NATIONAL NON-FREEWAY ROUTES WHICH INTERSECT FREEWAYS.
4. COMBINATION MARKING 5 SHALL BE USED TO INDICATE THE DIVISIONS BETWEEN THE THROUGH ROADWAY AND ANY EXCLUSIVE EXIT/TURN LANES. WHEREVER POSSIBLE A CONTINUITY LINE SHOULD LEAD TO, OR TERMINATE IN A CHANNELIZING LINE WHICH MAY BE SHORT. RECOMMENDED MINIMUM LENGTH IS 12m FOR RURAL AND 9m FOR URBAN APPLICATIONS.
5. FOR MARKINGS 1 TO 4 ROADSTUDS SHOULD BE LOCATED ON CENTRE LINE OF THE DIVIDING LINE (OR SINGLE NO OVERTAKING LINE MARKING 4)
6. WHERE POSSIBLE THE LENGTH OF CHANNELIZING MARKING SHOULD BE ADJUSTED SO THAT THE CONTINUITY LINE ROADSTUDS MATCH OTHER ROADSTUDS ON CROSS-SECTION AND FALL IN THE CENTRE OF A GAP IN THE CONTINUITY LINE.
7. DIMENSIONS FOR URBAN APPLICATIONS ARE INDICATED IN BRACKETS.
8. ROADSTUDS ON THE SINGLE NO OVERTAKING LINE IN MARKING 4 MAY BE COVERED DURING LINE MARKING OR PLACED AS INDICATED IN DETAIL "A2".

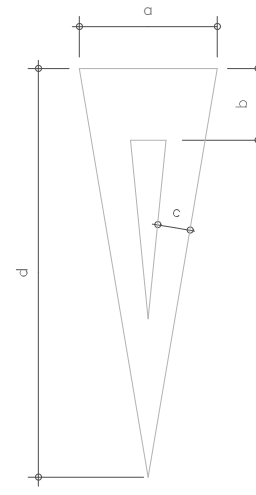
LONGITUDINAL LINE COMBINATIONS



GM4.2



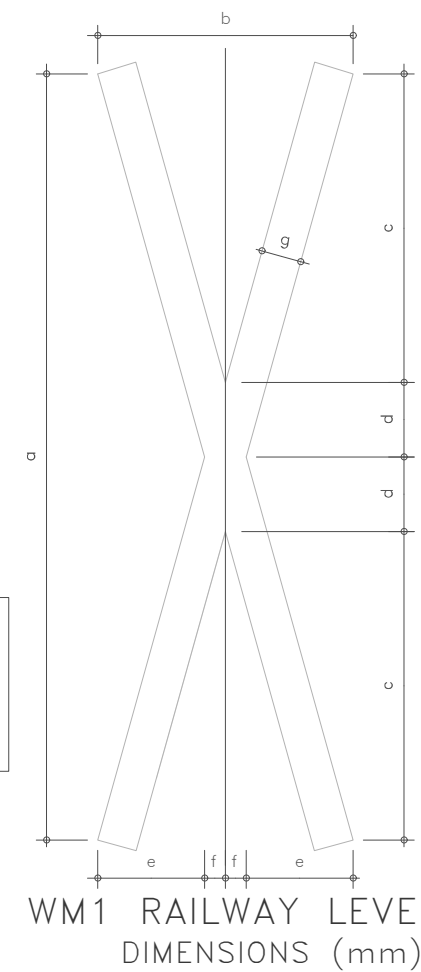
GM4.1



WM5

Marking	Area m²		Area	
	a	Area	a*	Area
WM1	4000	1.84		
	7500	6.00		
GM4.1 / GM4.2(a*)	1250	0.59	2000	1.05
	2500	1.17	4000	2.10
WM5	4000	1.88	6400	3.36
	5000	2.35	8000	4.20
GM7	450	0.20		
	850	0.83		
GM7	1350	2.15		
	5500	6.90		

- NOTES:
1. THIS DRAWING DETAILS A RANGE OF GENERAL WARNING OR GUIDANCE SYMBOLS. APPLICATION SHALL BE IN ACCORDANCE WITH THE SOUTH AFRICAN ROAD TRAFFIC SIGNS MANUAL.
 2. MARKING WM5 - YIELD CONTROL AHEAD MAY BE REPEATED 1m FROM THE YIELD LINE MARKING.



WM1 RAILWAY LEVEL CROSSING AHEAD
DIMENSIONS (mm)

Typical Applications	a	b	c	d	e	f	g
Urban	4000	2500	1797	203	1135	115	200
Rural	7500	2500	3003	747	1042	208	400

- NOTES: (URBAN LONGITUDINAL LINE TYPES)
1. DIRECTION OF TRAFFIC MOVEMENT WITH RESPECT TO LINE MARKING INDICATED THIS <1 OR <2
 2. A NO CROSSING LINE MAY BE USED AS A FORM OF DIVIDING LINE MARKING, IN PLACE OF A NO OVERTAKING LINE, TO PROHIBIT ACCESS TO OR FROM PROPERTIES AT THE SIDE OF AN URBAN ROAD. A PAINTED ISLAND MAY BE USED AS AN ALTERNATIVE MARKING FOR THIS PURPOSE.
 3. A NO OVERTAKING LINE MAY BE USED TO REPLACE A DIVIDING LINE MARKING TO PROHIBIT OVERTAKING IN THE PATH OF ON-COMING TRAFFIC. A NO OVERTAKING LINE MAY BE USED IN COMBINATION WITH A LANE LINE.
 4. LEFT EDGE LINE MARKING SHALL NOT BE EXTENDED ACROSS THE POINT OF DEPARTURE FROM A THROUGH PORTION OF ROADWAY.
 5. A RIGHT EDGE LINE MARKING IS ONLY REQUIRED TO DEMARCAT A UNKERBED MEDIAN. (A MEDIAN GUARDRAIL OR CONCRETE SEPARATOR BARRIER DOES NOT CONSTITUTE A KERBED MEDIAN.)
 6. THE DIVIDING LINE MARKING REPLACES THE PREVIOUS "CENTRE LINE" MARKING AND SHALL ONLY BE USED BETWEEN LANES CARRYING OPPOSING TRAFFIC FLOWS WHEN OVERTAKING IS PERMITTED.
 7. A CONTINUITY LINE MAY BE SPECIFIED IN ONE OF THREE DENSITIES 1. REDUCED, 2. STANDARD OR 3. EXTRA.
 8. A CHANNELIZING LINE MAY BE USED AS AN EXTENSION OF A CONTINUITY LINE OR INSTEAD OF A PAINTED ISLAND TO CHANNELIZE TRAFFIC MOVEMENT WHERE SPACE IS LIMITED.
 9. A LANE LINE, CONTINUITY LINE OR CHANNELIZING LINE SHALL NOT BE USED BETWEEN OPPOSING TRAFFIC MOVEMENTS.
 10. THE WIDTHS OF LINES SHOWN ARE RECOMMENDATIONS ONLY (SEE LONGITUDINAL LINE COMBINATIONS).

WM5 YIELD CONTROL AHEAD

Operating Speed km/h	Typical Applications	Distance from Yield line	a	b	c	d
30 - 40	City Centre	90m	450	250	100	1250
50 - 60	Urban	120m	850	450	150	2500
70 - 120	Rural	155m	1350	700	250	4000



06 Hans van Rensburg Street, Suite No.11
P.O. BOX 5617
POLOKWANE-NORTH
0750

Email: admin@tsconsulting.co.za

DRAWING TITLE
RESURFACING OF ROADS IN DRIEKOPPIES FOR NKOMAZI LOCAL MUNICIPALITY

CONTRACT NUMBER:
56/2023

ROAD MARKING DETAILS: SHEET 1 OF 3



For Municipality
2011

For Consulting Engineer
2011

CONSULTANTS
DRAWING NUMBER

SHEET

SCALE
AS SHOWN

MUN DRAWING NUMBER

FOR TENDER
PURPOSES

0.01 0.02 0.03 0.04 0.05 0.06 0.07 0.08m

SCALE ON REDUCED DRAWING

DESIGNED BY

PK MOILA

CHECKED BY

PD NELUHENI

DRAWN BY

PK MOILA

CHECKED BY

PD NELUHENI

NKOMAZI LOCAL MUNICIPALITY

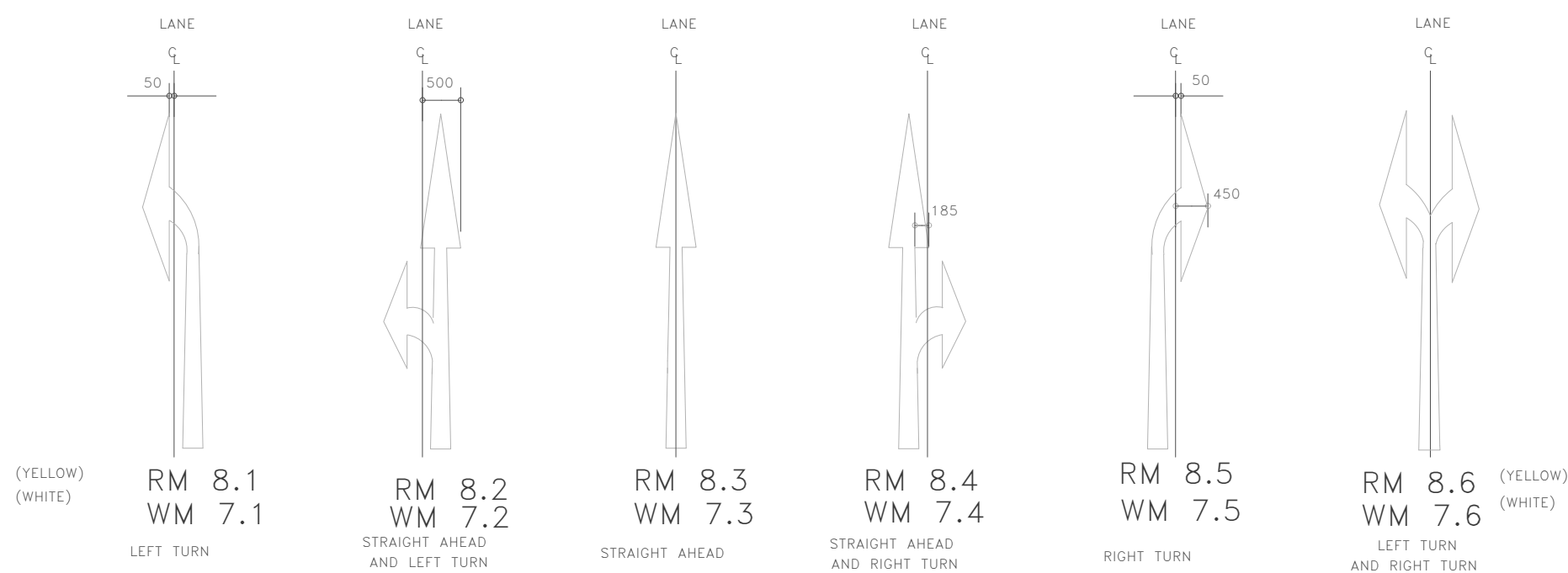
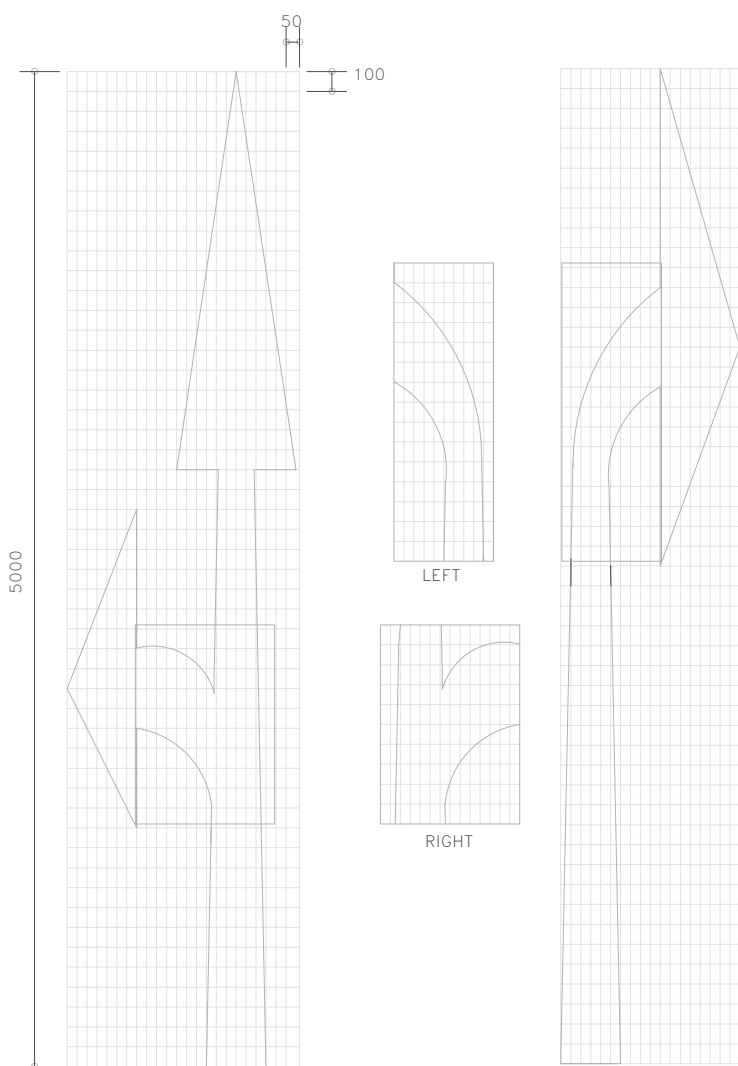


Nkomazi
Local Municipality

09 PARK STREET-MALALANE
PRIVATE BAG X101
MALALANE
1320

TEL: (013) 790-0245

FAX: (013) 790-0990



APPLICATIONS

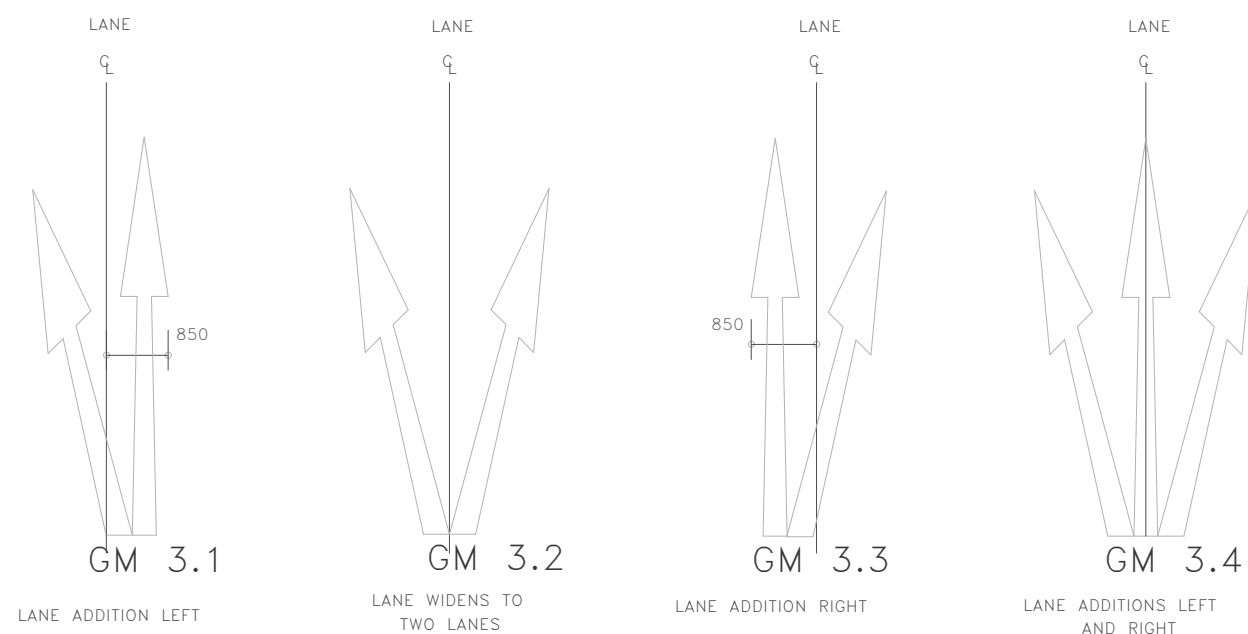
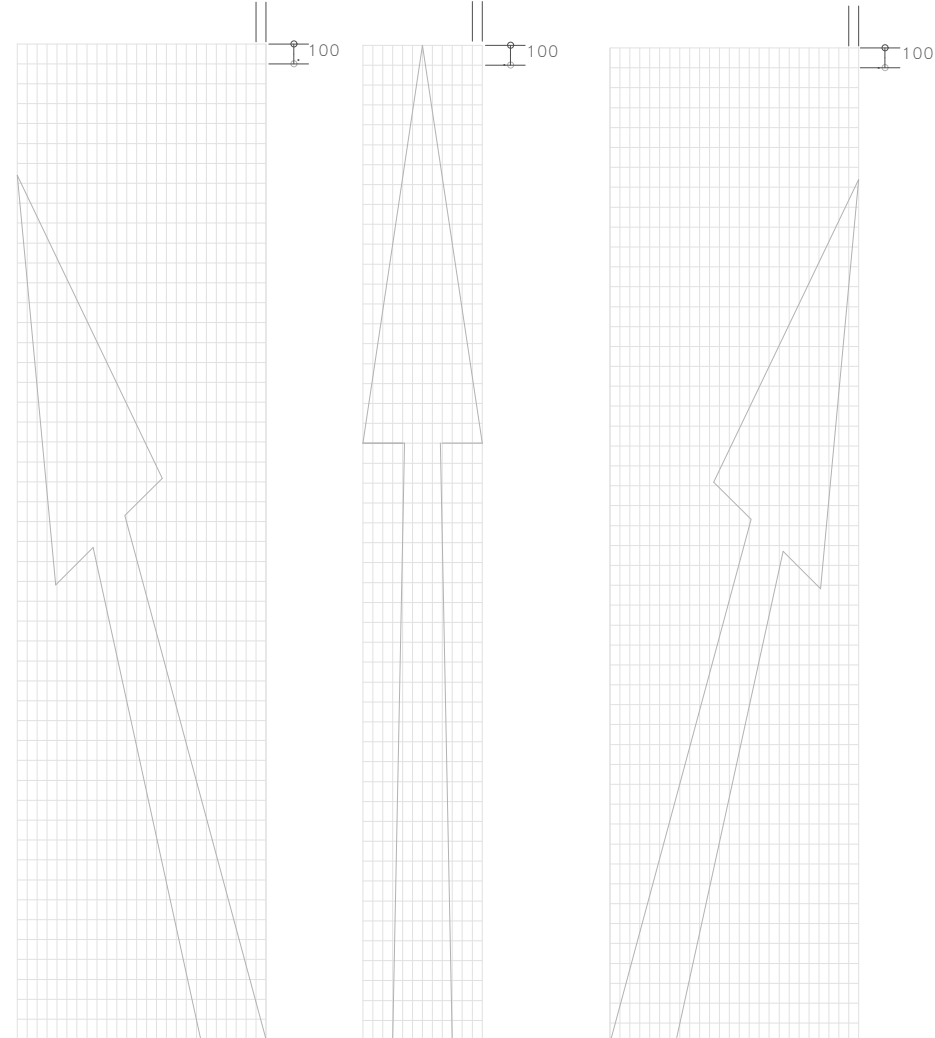
DIMENSIONS (mm)

Operating Speed km/h	Typical Applications	a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r
30 – 40	City Centre	2500	600	350	450	884	200	417	1000	1700	250	550	1250	700	380	1450	58	30	29
50 – 90	Urban/Rural Expressway	4000	960	560	720	1406	320	666	1600	2720	400	880	2000	1120	608	2320	93	48	46
100 – 120	Rural and Freeways	5000	1200	700	900	1767	400	833	2000	3400	500	1100	2500	1400	760	2900	116	60	58
ALL	Special Applications	7500	1800	1050	1350	2651	600	1250	3000	5100	750	1650	3750	2100	1140	4350	174	90	87

All Operating Speeds and Applications	N	O	P	Q	R	S	T
	210	180	350	300	500	400	600

ARROW AREA / (m²)				
a	RM8.1/RM8.5 WM7.1/WM7.5	RM8.2/RM8.4 WM7.2/WM7.4	RM8.3 WM7.3	RM8.6 WM7.6
2500	0.67	0.89	0.66	1.03
4000	1.14	1.43	1.06	1.68
5000	1.45	1.78	1.32	2.12
7500	2.23	2.66	1.98	3.20

- NOTES: (MANDATORY DIRECTION ARROWS)
- THESE ARROWS MAY BE USED IN LANES TO INDICATE THAT DRIVERS SHALL PROCEED ONLY IN THE DIRECTION OR DIRECTIONS SHOWN. THEY SHOULD ONLY BE USED IF THE JUNCTION CONCERNED REQUIRED TURNING MOVEMENT CONTROL BY LANE.
 - THE FINAL ARROW NEAREST THE POINT OF TURN OR STRAIGHT ON MOVEMENT SHALL BE YELLOW. ANY ARROWS MARKED IN ADVANCE OF THIS POINT TO WARN DRIVERS OF THE MANDATORY MOVEMENT AHEAD SHALL BE WHITE.
 - A MANDATORY OR WARNING DIRECTION ARROW SHALL NOT BE USED IN ADVANCE OF A WIDENING OF THE ROADWAY TO A GREATER NUMBER OF LANES. THIS SHALL BE INDICATED IF NECESSARY, BY USING FURCATION ARROWS.

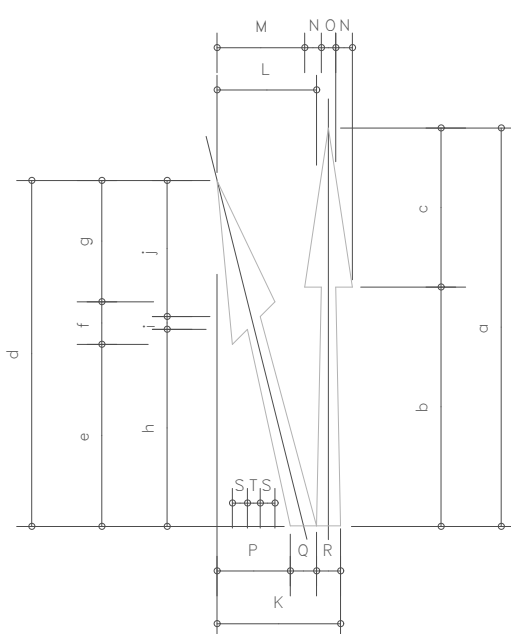


APPLICATIONS

DIMENSIONS (mm)

Operating Speed km/h	Typical Applications	a	b	c	d	e	f	g	h	i	j
30 – 40	City Centre	2500	1500	1000	2170	1141	268	761	1235	81	855
50 – 60	Urban Roads	4000	2400	1600	3472	1826	429	1218	1976	129	1367
70 – 90	Urban Arterial Roads/ Rural Expressways	5000	3000	2000	4340	2282	536	1522	2470	161	1709
100 – 120	Rural Roads and Freeways	7500	4500	3000	6510	3423	804	2283	3705	242	2564

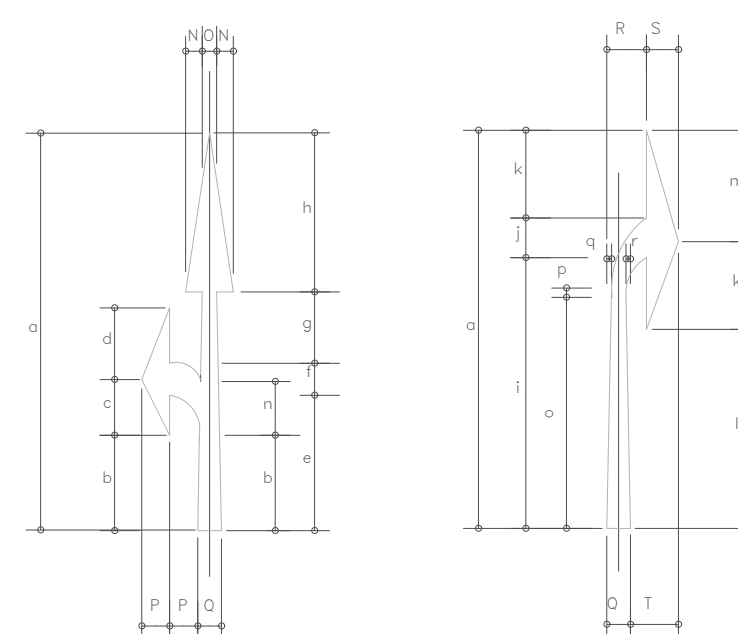
All Operating Speeds and Applications	K	L	M	N	O	P	Q	R	S	T
	1700	1250	1100	210	180	921	329	500	188	161



- NOTES: (FURCATION ARROWS)
- THESE ARROWS MAY BE USED TO INDICATE THAT THE NUMBER OF LANES IS INCREASING AHEAD. ONLY ONE SET OF ARROWS SHOULD BE USED UNLESS A LEFT AND RIGHT TURN LANE ARE ADDED TO A MULTI-LANE ROADWAY AT THE SAME POINT WHERE TWO SETS MAY BE USED.
 - DIRECTION ARROWS AHEAD SHALL NOT BE USED TO INDICATE THE ADDITION OF LANES AHEAD.
 - AS A GENERAL RULE BIFURCATION ARROWS SHOULD BE LOCATED TWO TO THREE MARKING MODULES BEFORE THE START OF THE LANE GENERATING TAPER OR CURVE.

ARROW AREA / (m²)			
a	GM3.1/GM3.3	GM3.2	GM3.4
2500	1.30	1.27	1.93
4000	2.07	2.04	3.09
5000	2.59	2.55	3.87
7500	3.89	3.82	5.80

FURCATION ARROWS



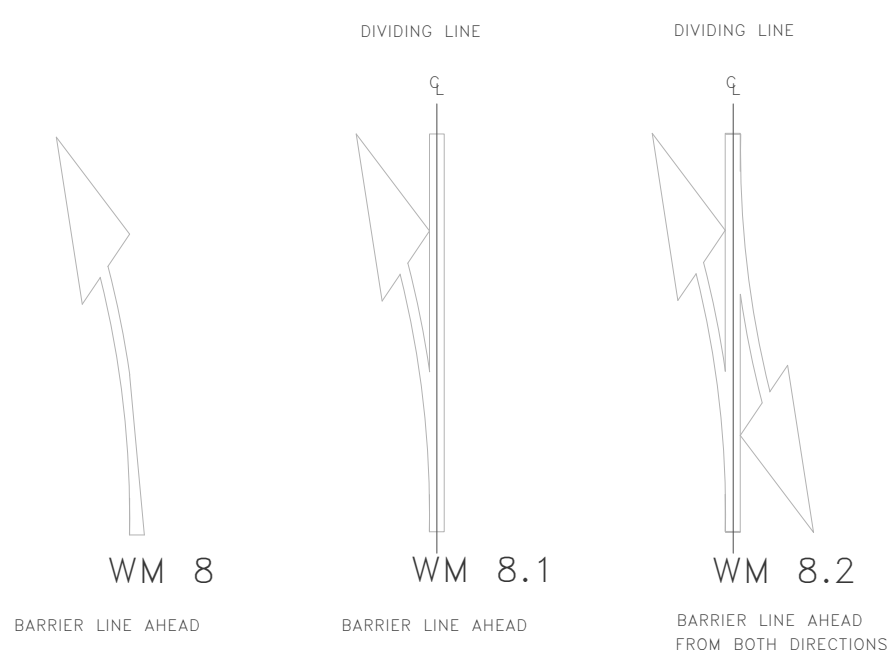
MANDATORY DIRECTION ARROWS

LEGEND:	
R = RED	
W = WHITE	
Y = YELLOW	

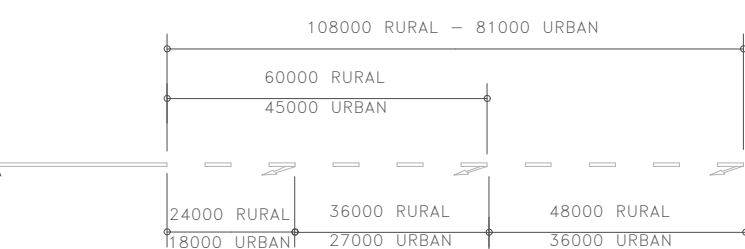
DIMENSIONS (mm)

Typical Applications	a	b	c	d	e	f	g	h	i	r*
Urban	3000	1941	83	976	1741	528	731	1206	5620	5820
Rural	4000	2588	111	1301	2321	704	975	1608	9900	10000

All Applications	H	I	J	K	L	M
	735	260	181	219	75	100 or 150



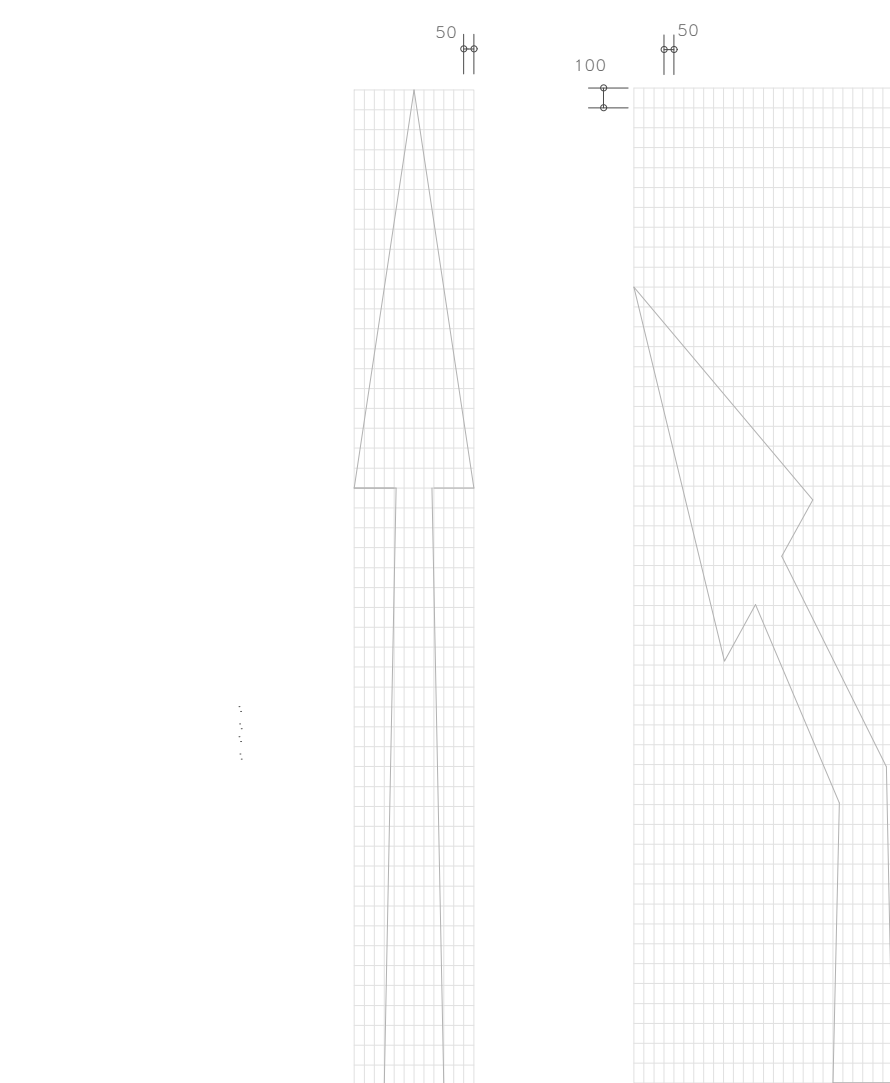
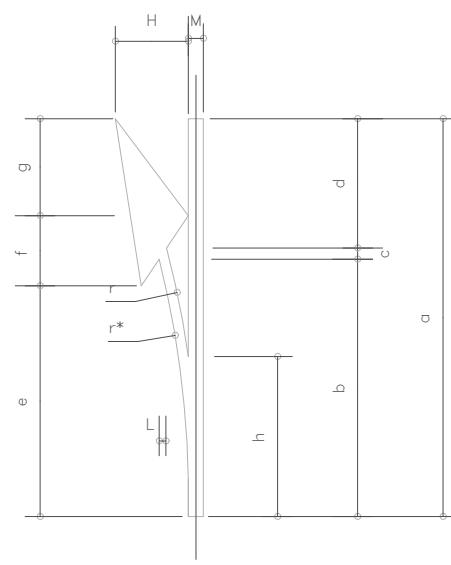
APPLICATIONS



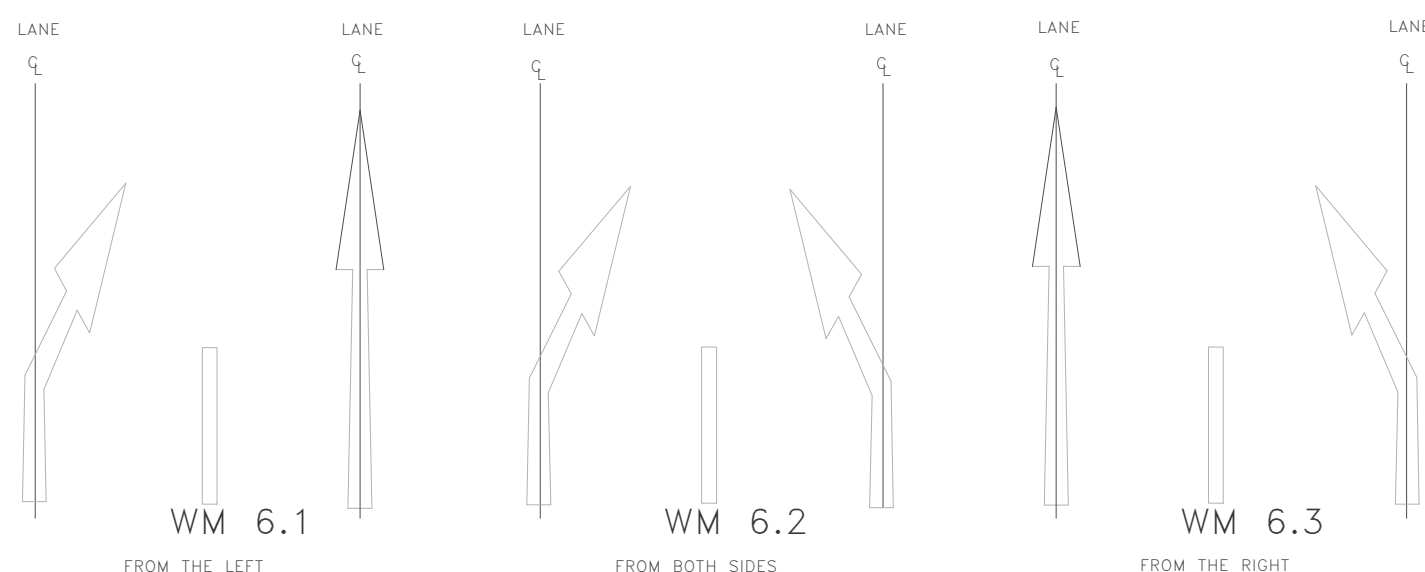
MARKING SPACING

ARROW AREA / (m²)	
a	Per Arrow
3000	0.62
4000	0.82

- NOTES: (BARRIER LINE AHEAD ARROWS)
- THESE ARROWS SHOULD BE USED IN MULTIPLES OF THREE (AT LEAST) IN ADVANCE OF THE START OF A SECTION OF NO OVERTAKING LINE. NO CROSSING LINE OR PAINTED ISLAND WHEN SUCH BARRIER LINES REPLACE A DIVIDING LINE.
 - THE ARROWS MAY BE MARKED ON TOP OF EXISTING DIVIDING LINE MARKINGS (IF THE EXISTING LINE IS A CENTRE LINE TO A 12m OR 7.2m MODULE THE POINT OF THE ARROW SHOULD BE LINED UP WITH THE FORWARD END OF THE LINE).
 - WHEN OVERTAKING SECTIONS ARE REGULARLY INTERSPERSED WITH NO OVERTAKING SECTIONS AND ARE SHORT IN LENGTH MARKING WM 8.2 MAY BE USED AT THE CENTRE OF THE OVERTAKING SECTION.



LANE REDUCTION ARROWS



APPLICATIONS

DIMENSIONS (mm)

Operating Speed km/h	Typical Applications	a	b	c	d	e	f	g	h	i	j	k
30 – 40	City Centre	4000	2400	1600	3200	1271	847	227	855	1696	1277	1126
50 – 60	Urban Roads	5000	3000	2000	4000	1589	1058	284	1069	2120	1596	1407
70 – 90	Urban Arterial Roads/ Rural Expressways	7500	4500	3000	6000	2384	1587	426	1603	3180	2394	2111
100 – 120	Rural Roads and Freeways	12000	7200	4800	9600	3814	2538	681	2566	5089	3830	3377

All Operating Speeds and Applications	M	N	O	P	Q	R	S	T	U	V
	300	210	180	1300	898	402	155	370	32	390

- NOTES: (LANE REDUCTION ARROWS)
- IT IS RECOMMENDED THAT THREE SETS OF ARROWS BE USED ON HIGH SPEED ROADS, SPACED AT FOUR MODULE INTERVALS BEFORE THE END OF THE LANE LINE. SINGLE ARROWS SETS MAY BE USED ON LOWER SPEED ROADS.
 - THE BENT ARROWS MAY BE USED IN ADDITION TO THE THREE-ARROW SETS ALONG THE LENGTH OF THE LANE REDUCTION TAPER.

ARROW AREA / (m²)		
a	WM6.1/WM6.3	WM6.2
4000	2.08	2.06
5000	2.61	2.58
7500	3.92	3.88
12000	6.56	6.20

DRAWING TITLE RESURFACING OF ROADS IN DRIEKOPPIES FOR NKOMAZI LOCAL MUNICIPALITY

CONTRACT NUMBER:
56/2023

ROAD MARKING DETAILS: SHEET 2 OF 3

PROJECT STATUS	SHEET
For Municipality	SCALE
For Consulting Engineer	AS SHOWN
CONSULTANTS DRAWING NUMBER	MUN DRAWING NUMBER

FOR TENDER PURPOSES

0.01 0.02 0.03 0.04 0.05 0.06 0.07 0.08m

SCALE ON REDUCED DRAWING

DESIGNED BY	PK MOILA
CHECKED BY	PD NELUHENI
DRAWN BY	PK MOILA
CHECKED BY	PD NELUHENI



09 PARK STREET-MALALANE
PRIVATE BAG X101
MALALANE
1320

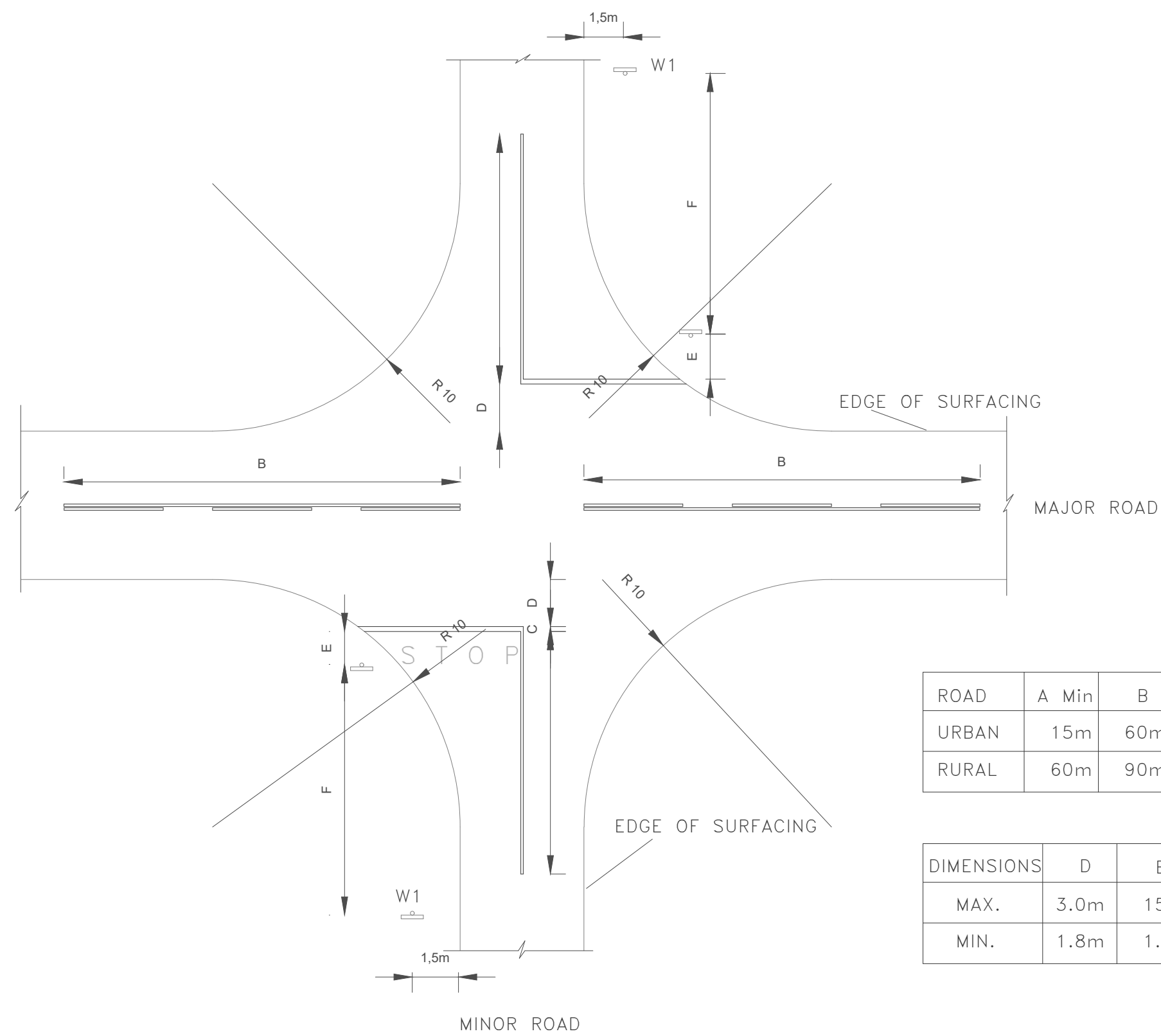
TEL: (013) 790-0245
FAX: (013) 790-0990



06 Hans van Rensburg Street, Suite No.11
P.O. BOX 5617
POLOKWANE-NORTH
0750

Email: admin@tsconsulting.co.za

CEO MUNICIPALITY	DATE
CONSULTING ENGINEER	DATE

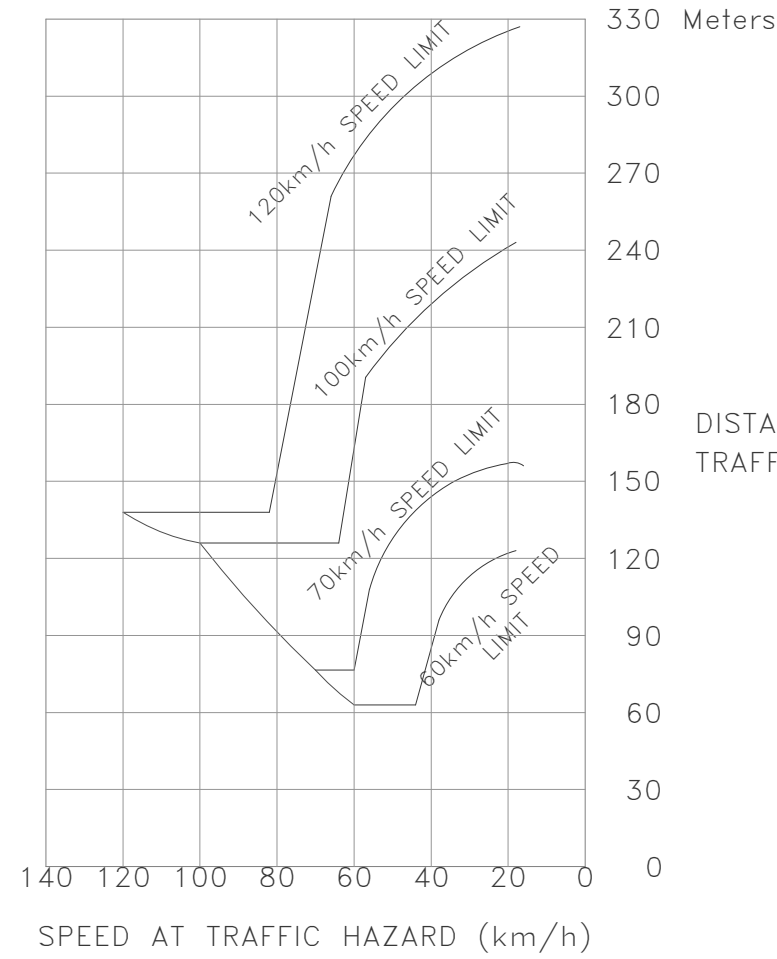


ROAD	A Min	B	C Min
URBAN	15m	60m	1.6m
RURAL	60m	90m	2.5m

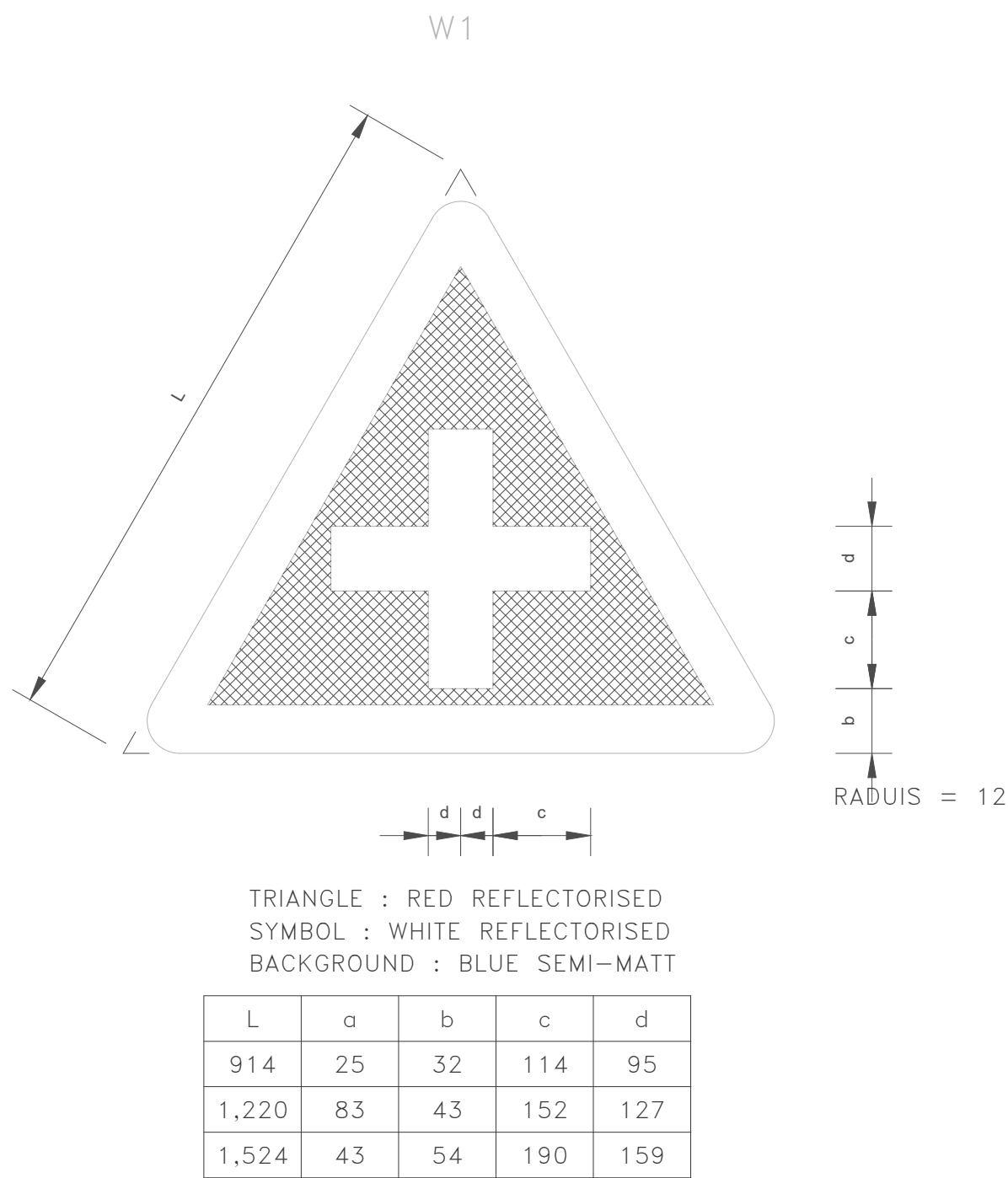
DIMENSIONS	D	E
MAX.	3.0m	15m
MIN.	1.8m	1.0m

CROSS SECTION DETAIL

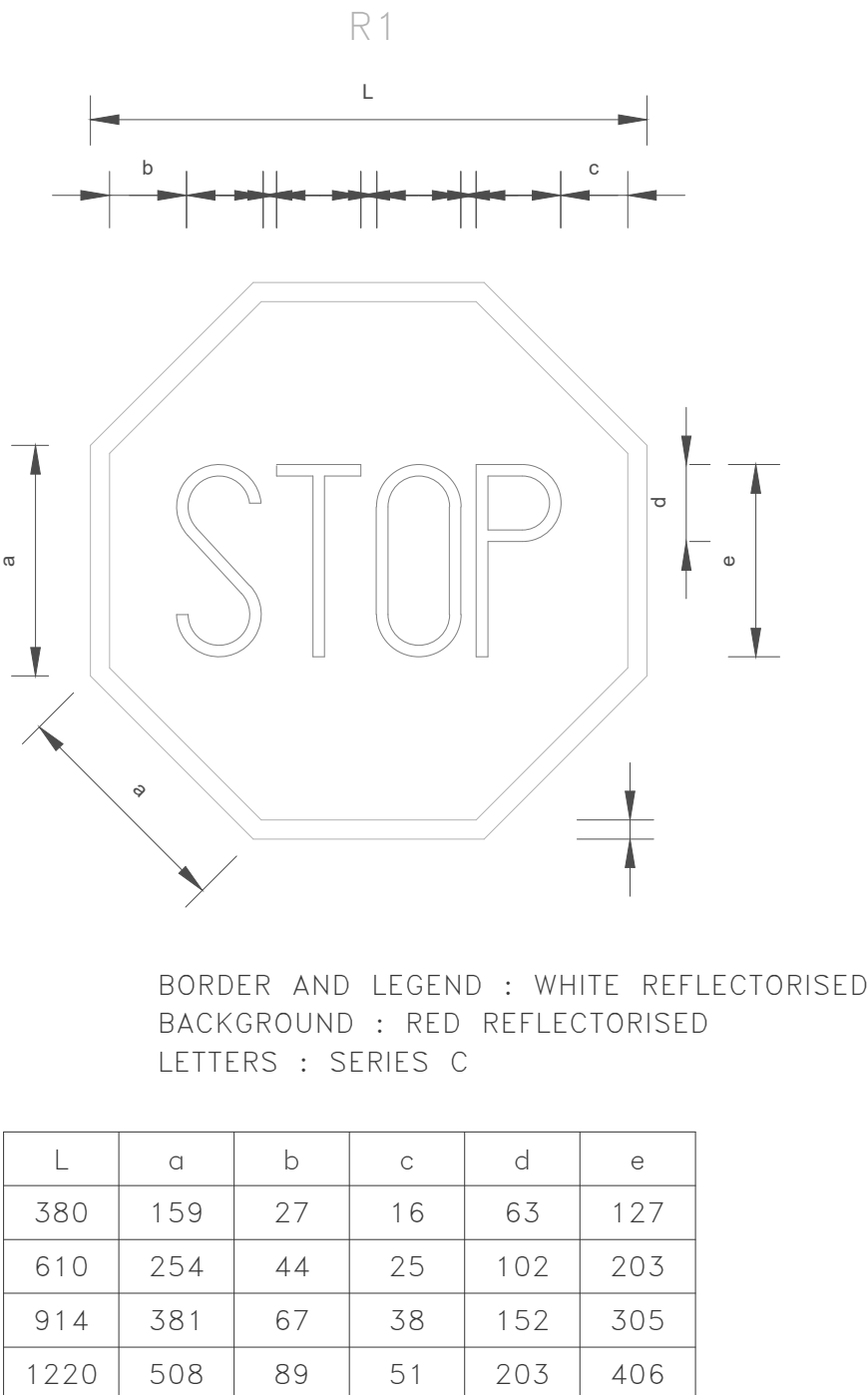
F = LOCATION OF DANGER WARNING SIGNS



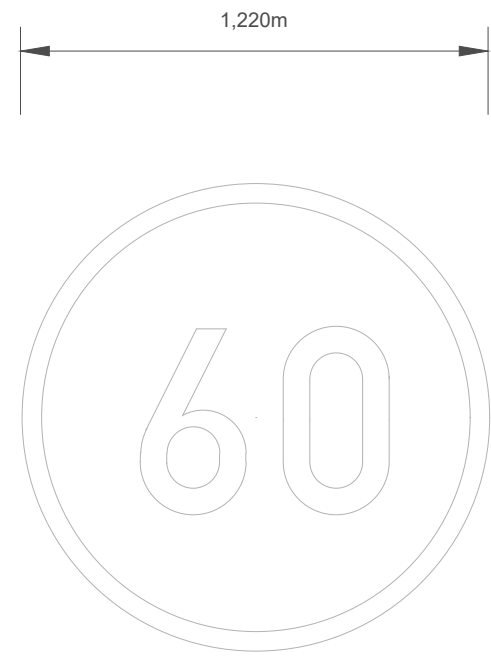
DISTANCE OF WARNING SIGN FOR
TRAFFIC HAZARD (LEVEL ROAD)



CROSS ROADS

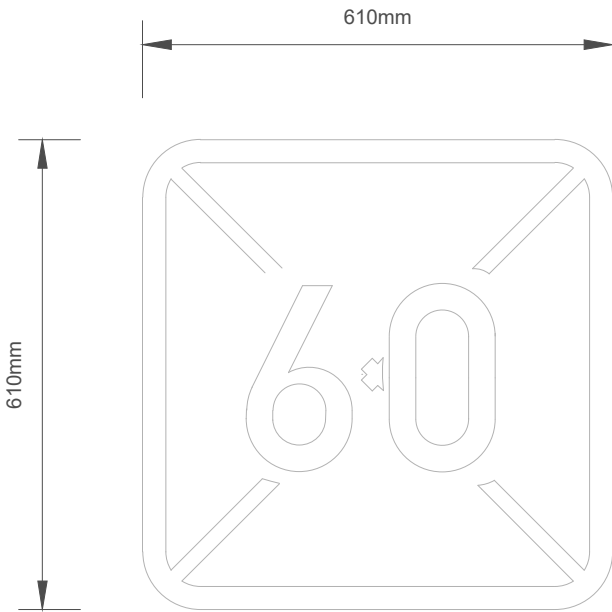


STOP SIGN DETAIL



NOTE :
THE ACTUAL SPEED LIMIT TO BE
USED WILL BE SPECIFIED ON
SITE BY THE ENGINEER.

SPEED LIMIT
(R14)



DE-RESTRICTION
(G29)

DRAWING TITLE
**RESURFACING OF ROADS IN DRIEKOPPIES FOR
NKOMAZI LOCAL MUNICIPALITY**

CONTRACT NUMBER:
56/2023

STANDARD DETAIL FOR ROAD SIGNS DRAWINGS

PROJECT STATUS	SHEET
For MUNICIPALITY	SCALE AS SHOWN
For Consulting Engineer	CONSULTANTS DRAWING NUMBER

No	DATE	REVISION	CONSULT	DIR

FOR TENDER
PURPOSES
0.0.01 0.02 0.03 0.04 0.05 0.06 0.07 0.08m
SCALE ON REDUCED DRAWING

DESIGNED BY	PK MOILA
CHECKED BY	PD NELUHENI
DRAWN BY	PK MOILA
CHECKED BY	PD NELUHENI



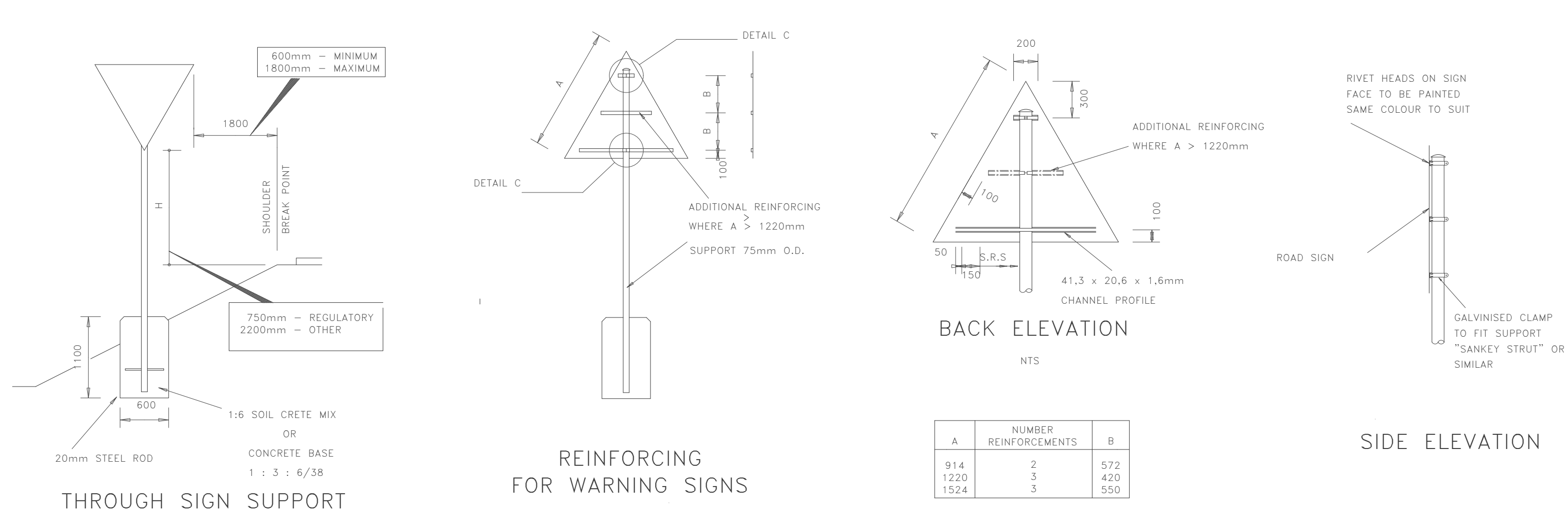
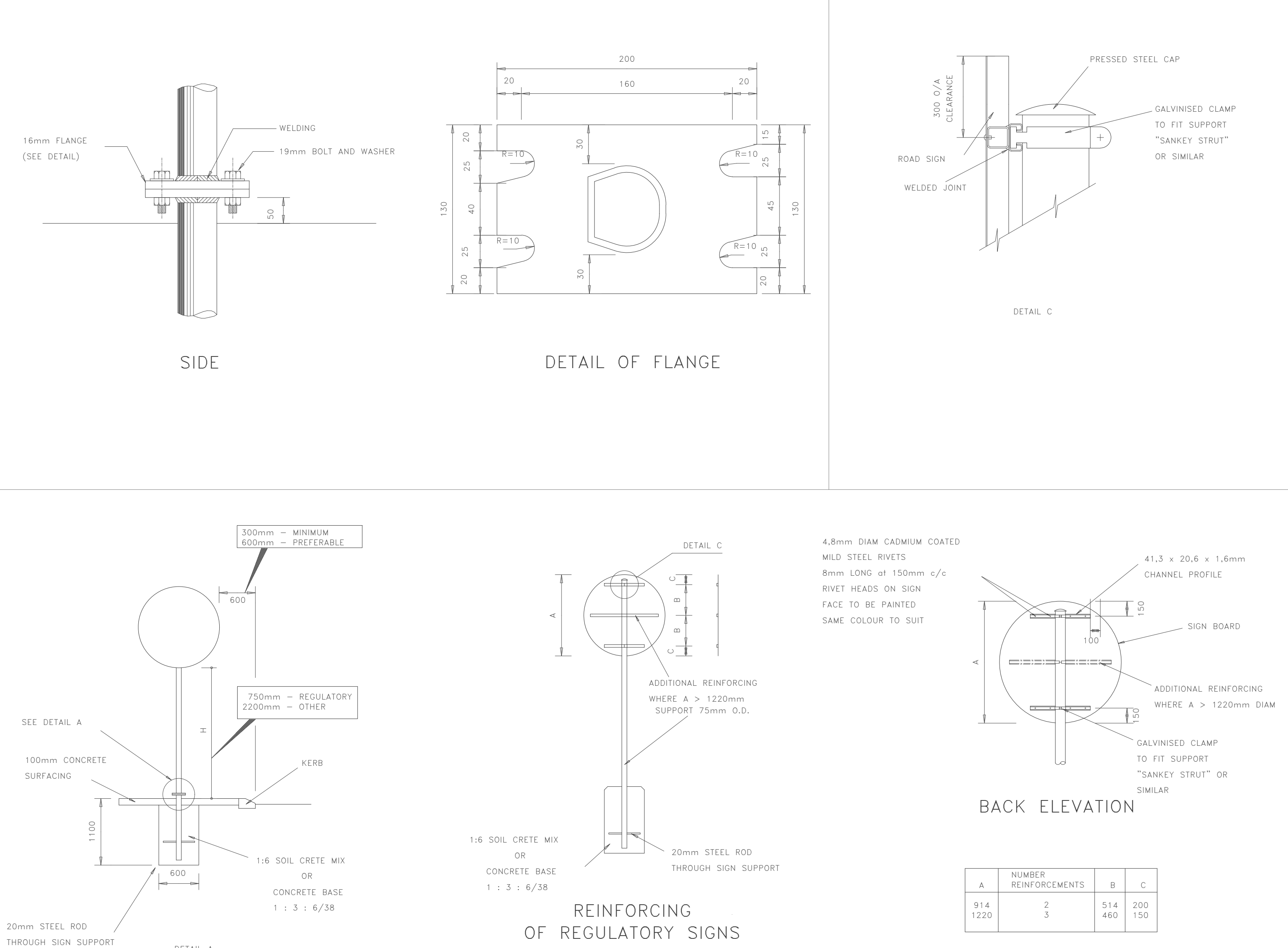
09 PARK STREET-MALALANE
PRIVATE BAG X101
MALALANE
1320
TEL: (013) 790-0245
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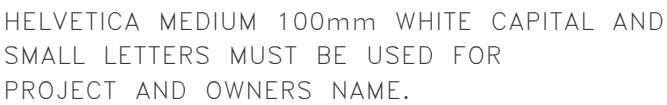
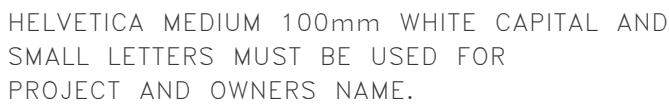
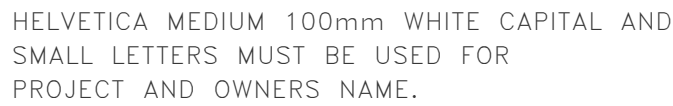
06 Hans van Rensburg Street, Suite No.11
P.O. BOX 5617
POLOKWANE-NORTH
0750

Email: admin@tsconsulting.co.za

CEO MUNICIPALITY	DATE
CONSULTING ENGINEER	DATE

[illegible]

[illegible]



NOTA: Paint colours are based on
plascon-evans. White vlc 1 :
Tequilla vlc 10 ("Velvacro"
polyurethane velvet enamel) black
ref. 266, middle blue ref. 290
(acrylic road sign paints)

FOR TENDER
PURPOSES

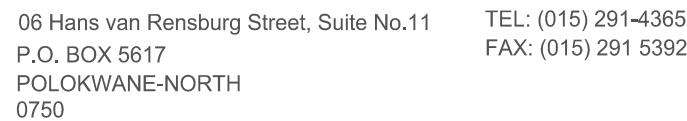
0 0.01 0.02 0.03 0.04 0.05 0.06 0.07 0.08m

SCALE ON REDUCED DRAWING

09 PARK STREET-MALALANE
PRIVATE BAG X101
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1320

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TEL: (015) 291-4365
FAX: (015) 291 5392

Email: admin@tsconsulting.co.za

CONTRACT NUMBER:
56/2023

CONTRACT NAMEBOARD

PROJECT STATUS

○ CONCEPT

● DESIGN

⊗ APPROVED FOR CONSTRUCTION

○ AS-BUILT