



uPHONGOLO MUNICIPALITY

RE-ADVERTISEMENT

N2 TO THANDUKUKHANYA TARRED ROAD IN WARD 07

BID No. 589/05/21

CIDB CATEGORY 4CE OR HIGHER

TENDER SUM	
NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE	
FAX	
CSD Reg No.	
CIDB (CRS) No.	
CONSTRUCTION DURATION	<i>24 WEEKS</i>
TENDER CLOSING DATE:	<i>28 May 2021</i>

Issued by:

uPhongolo Municipality

61 Martin Street

uPhongolo

3170

Telephone No: 034 413 1223

Prepared by:

Bi Infrastructure Consultants (Pty) Ltd

42A Montgomery Drive, Athlone

Pietermaritzburg

3201

Telephone No: 033 345 4125



**EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK**

UPHONGOLO MUNICIPALITY

BID No. 589/05/21

N2 TO THANDUKUKHANYA TARRED ROAD IN WARD 07

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T1: BID PROCEDURES

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T1.1: INVITATION TO TENDER**UPHONGOLO MUNICIPALITY****RE-ADVERTISEMENT**

BID NUMBER	PROJECT NAME	CIDB GRADING	CONSULTANTS	TENDER CLOSING DATE
589/05/21	N2 to Thandukukhanya Tarred Road	4CE or Higher	Mr F Dube (033) 345 – 4125 E-mail: fortune@biiconsultants.co.za	28 May 2021 @ 12H00
592/05/21	Construction of Kwathengizwe Sports Complex Ward 4	5CE or Higher	Mr M Ncube (083) 278 - 4086 E-mail: untando@gmail.com	14 June 2021 @ 12H00
624/05/21	Fencing of Ncontshane Cemetery	3SQ/GB PE or Higher	TJM Consulting Engineers (PTY) Ltd (079) 785 – 0493, tjmconsultingeng@gmail.com	28 May 2021 @ 12H00
625/05/21	Fencing of Pongola Cemetery	2SQ/GB PE or Higher	TJM Consulting Engineers (PTY) Ltd (079) 785 – 0493, tjmconsultingeng@gmail.com	28 May 2021 @ 12H00
626/05/21	Fencing of Belgrade Sports Field and Hall	3SQ/GB PE or Higher	TJM Consulting Engineers (PTY) Ltd (079) 785 – 0493, tjmconsultingeng@gmail.com	28 May 2021 @ 12H00

SITE INSPECTION

No compulsory site briefing and site inspection due to the Presidential measures and restrictions issued on the COVID-19 Virus declaring a National Lockdown. Tender Documents will be available on the municipal website www.uphongolo.gov.za and e-tender portal <https://etenders.treasury.gov.za> as from 14 May 2021.

Prospective bidders may contact site consultant if they want to do site inspection so that they can send them GPS co-ordinates.

Sealed bids marked: “**Contract No.** must be placed in the bid box at uPHONGOLO Local Municipality at 61 Martins Street, Pongola 3170 **on or before the closing date** and will be opened directly thereafter and the Bid result will be published on municipal website within three (3) days as there will be no public opening due to COVID - 19.

The following conditions will apply:

- Prices must be valid for ninety (90) days from bid closing date.
- Prices quoted must be inclusive of VAT.
- A firm delivery period must be indicated.
- Local Production and Content is required to some items as per designated sectors from Department of Trade and industry designated sectors will be attached on the tender document.
- Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy. The following form, MBD 1, MBD 2, MBD 4, MBD5 for procurement above R10 000 000.00, MBD 6.1, MBD 6.2 MBD 8 and MBD 9 must be completed and submitted with the bid.
- Bidders are required to, together with their bids, submit an original and valid B-BBEE Status Level Verification Certificates or certified copies thereof to substantiate their B-BBEE rating claims.**
- Bids that are late or incomplete will not be considered, whilst the lowest or only bid will not necessarily be accepted. Bids per fax or E-mail will also not be considered.
- A CIDB registration is required to qualify for this bid. Bidders who do not comply with this condition will not be considered.
- A valid Tax Clearance Compliance Status Pin Certificate must accompany all bids.
- The 80/20 preferential points system, as determined by the Preferential Procurement Policy Framework Act (Act 5 of 2000) will be employed to evaluate this bid.
- Bids must be accompanied with CIPRO documentation **to verify ownership.**

For any further information contact the Consulting Engineers at the above – mentioned contacts or Technical enquiries contact Mr JV Nkosi (034) 413 - 1223 cfo@uphongolo.gov.za and Mr TP Masinga for Supply Chain related enquiries on (034) 413 – 1223 ext.127 or thokoanini@uphongolo.gov.za

uPHONGOLO Local Municipality reserves the right to accept any Bid or part of any Bid and is not bound to accept the lowest or any other Bid or to furnish any reason for the acceptance or rejection of a Tender.

NO LATE, E-MAIL, POSTED OR FAXED BIDS WILL BE ACCEPTED

The evaluation of the Bid will be conducted in two stages: Firstly, the assessment of Functionality will be done in terms of the evaluation criteria and the minimum threshold, thereafter the qualifying Bids are evaluated in terms of the 80/20 preference point system, where the 80 points are used for price and the 20 points are used for BBBEE status level of contribution.

MR JV NKOSI
ACTING MUNICIPAL MANAGER

UPHONGOLO MUNICIPALITY

INVITATION TO BID

MBD 1

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UPHONGOLO MUNICIPALITY)					
BID NUMBER:	589/05/21	CLOSING DATE:	28 MAY 2021	CLOSING TIME:	12H00
DESCRIPTION	N2 TO THANDUKUKHANYA TARRED ROAD IN WARD 07				
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)

uPHONGOLO MUNICIPALITY					
61 MARTIN STREET					
PONGOLA					
3170					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	JV NKOSI	
CONTACT PERSON	TP MASINGA		TELEPHONE NUMBER	034 413 1223	
TELEPHONE NUMBER	034 413 1223		FACSIMILE NUMBER	034 413 1706	
FACSIMILE NUMBER	034 413 1706		E-MAIL ADDRESS	cfo@uphongolo.gov.za	
E-MAIL ADDRESS	thokozaanim@uphongolo.gov.za				

UPHONGOLO MUNICIPALITY

INVITATION TO BID

MBD 1

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. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 1.4. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.5. 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.
- 1.6. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 1.7. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 1.8. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.9. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.10. 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

- 1.11. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 1.12. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 1.13. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 1.14. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 1.15. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

**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. BID DATA**1. GENERAL**

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

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

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

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

2. BID DATA APPLICABLE TO THIS BID

F.1.1 The Employer for this Bid is: **Uphongolo Municipality**

F.1.2 Bid Documents

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

BID**T1 : Bidding Procedures**

T1.1 : Bid Notice and Invitation to Bid

T1.2 : Bid 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

(b) **Drawings**, as an Annexure A.

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

F.1.4 The Employer's Agent is:

Name : Bi Infrastructure Consultants (Pty) Ltd
Address : 42A Montgomery Drive, Athlone, Pietermaritzburg, 3201
Telephone : (033) 345 4125 Fax: (033) 345 3883
E-mail Address : fortune@biiconsultants.co.za

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

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

F.2.1 Eligibility (Responsiveness of Bids)

A Bidder will not be eligible to submit a Bid if:

- (a) the Contractor submitting the Bid 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 Bidder does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the Bid 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 Bidder does not comply with the legal requirements stated in the Employer's procurement policy.
- (e) The Bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract
- (f) The Bidder 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.
- (g) The Bidder has fully completed the Declaration of Interest, MBD4 (Returnables)

Only those Bidders who are registered with the Construction Industry Development Board (CIDB) in a contractor-grading equal to **4 CE** or higher as defined in the Regulations (09 June 2004 and 22 July 2005), in terms of the CIDB Act No 38 of 2000, are eligible to submit Bids for this contract.

Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff are eligible to submit tenders.

Joint ventures are eligible to submit Bids provided that:

1. Every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **CE** class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum Bided for a **4 CE** class of construction work.

F.2.7 Site visit and clarification meeting

The arrangements for the compulsory site inspection visit and clarification meeting are as follows:

Location : Uphongolo Municipal Offices, 61 Martin Street, Pongola
Date : **As Per Bid Advert**
Starting time : **As Per Bid Advert**

Enquiries and confirmation of attendance at least one full working day in advance regarding the meeting and site inspection may be directed to:

Uphongolo Municipality

Name : JV Nkosi
 Telephone No : 034 413 1223
 Fax No. : 034 413 1706
 E-Mail address : cfo@uphongolo.gov.za

Consultant

Name : Mr F Dube
 Telephone No. : (033) 345 4125
 Fax No. : (033) 345 3883
 E-Mail address : fortune@biiconsultants.co.za

F.2.10 Pricing the Bid offer

(a) Value Added Tax

The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.

- (b) The successful Bidder shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.
- (c) Payment of VAT to non-VAT vendors shall be processed from the month in which the Bidders liability with the South African Revenue Services is effective.

F.2.11 A Bid offer shall not be considered if alterations have been made to the forms of Bid data or contract data (unless such alterations have been duly authenticated by the Bidder) or if any particulars required therein have not been completed in all respects.

F.2.12 Alternative Bids

If a Bidder wishes to submit an alternative Bid offer, the only criteria permitted for such an alternative Bid 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 I: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.

(b) Alternative designs

Where a Bidder desires to submit alternative Bid involving modifications to the design or method of construction that would alter the character of the Bid, 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 proper evaluation of the Bided alternative, otherwise the offer will not be considered;
- (ii) Any alternative Bid involving modifications to 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 Bided 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 Bidder will be liable for all costs necessary for the Engineer to check the alternative design offered.

F2.13 Submitting a Bid Offer

F.2.13.3 Bid offers shall be submitted as an original only.

Under no circumstances whatsoever may the Bid forms be retyped or redrafted.

Photocopies of the original Bid documentation may be used, but an original signature must appear on such photocopies.

F.2.3.5 A two-envelope procedure will not be followed.

F.2.15 Closing Time

The closing time for submission of Bid Offers is: **As Per Bid Advert** Telephonic, telegraphic, telex, electronic or e-mailed Bids will not be accepted.

F.2.16 Bid validity

The Bid Offer validity period is 92 days from the closing time for submission of Bids.

F.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility criteria.

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 Bid Documents

Not applicable.

F.2.23 Certificates

The following certificates must be provided with the Bid:

- Valid Tax Clearance Compliance Status Pin Certificate;
- Company / CC / Trust / Partnership registration certificates;
- Certified copies of ID Certificate (s) of all directors, members and/or shareholders
- VAT Registration Certificate from South African Revenue Services (SARS);
- Workmen'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);
- Central Suppliers Database Report
- Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- Contractors CIBD Registration Certificate
- Form of intent by a bank or insurance company to provide a performance guarantee;
- Contractor's Health and Safety Plan.
- BBBEE Verification certificate
- Proof that payment for municipal services is up to date
- Letter from the Bank or Cashed Cheque for the Company
- Proof of Purchase of Tender Documents
- Key Personnel Curriculum Vitae

F.3.2 Issue of Addenda

Change '7 days' in this clause to '2 days'

F.3.4 Opening of Bid Submissions

The time and location for opening of the Bid offers are:

Time : ***As Per Bid Advert***

Date : ***As Per Bid Advert***

Location / Venue: Uphongolo Municipality Offices
61 Martin Street
Pongola
3170

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

F.3.11 Evaluation of Bid Offers

F.3.11.1 The procedure for evaluation of responsive Tender Offers will be Method 4: Financial Offer, Quality and Preferences.

F.3.11.2 Method 4: Quality, Financial Offer and Preferences

Evaluation will be done using a two-stage process in terms of National Treasury Circular No. 53. The procedure to be used for the allocation of points of responsive bids will be Method 4 with the 80/20 Preference Point System. Bids shall be scored for quality on stage one only to pre-qualify bids and only those bids that meet the specified minimum 70% total score for quality shall be considered further on stage two where they will then be evaluated on the basis of the 80/20 Preference Points System.

Stage 1: Scoring quality (functionality)

Only tenderers who will achieve a score of more than 70 points of the total available points will qualify for stage two of the evaluation.

The criteria to be used to evaluate the proposals for functionality (stage 1) will be as follows:

Points

- | | |
|---|------|
| 1. Relevant Experience of Enterprise | = 40 |
| 2. Experience of Key Personnel | = 20 |
| 3. Availability of relevant plant and equipment resources | = 30 |
| 4. Locality | = 10 |

KEY ASPECT OF CRITERION	BASIS FOR POINTS ALLOCATION	MAX POINTS	VERIFICATION METHOD
Relevant Experience of the contractor in road construction	4 x completed Paving/Black/concrete top surface road construction projects in the last 5 years. The tenderer must attach an appointment letter, completion certificate and reference letter	40	Appointment letter, Completion Certificate and Reference letter
	3 x completed Paving/Black/concrete top surface road construction projects in the last 5 years. The tenderer must attach an appointment letter, completion certificate and reference letter	30	Appointment letter, Completion Certificate and Reference letter
	2 x completed Paving/Black/concrete top surface road construction projects in the last 5 years. The tenderer must attach an appointment letter, completion certificate and reference letter	20	Appointment letter, Completion Certificate and Reference letter
	1 x completed Paving/Black/concrete top surface road construction projects in the last 5 years. The tenderer must attach an appointment letter, completion certificate and reference letter	10	Appointment letter, Completion Certificate and Reference letter
Qualifications and CV's of Site Agent	National Diploma in Civil Engineering with over 7 years' experience in road construction projects	10	Certified copy of qualification not older than 3months to be attached with detailed CV with clear experience and reference
	National Diploma in Civil Engineering with over 5-7 years' experience in road construction projects	5	Certified copy of qualification not older than 3months to be attached with detailed CV with clear experience and reference
	National Diploma in Civil Engineering with 3 -5 years' experience in road construction projects	1	Certified copy of qualification not older than 3months to be attached with detailed CV with clear experience and reference
	0-2 years of experience in road construction projects	0	
Qualifications and CV's of Site Foreman	Over 7 years of experience in road construction projects	10	Detailed CV to be attached with clear experience and reference
	Over 5-7 years of experience in road construction projects	5	Detailed CV to be attached with clear experience and references
	3-5 years of experience in road construction projects	1	Detailed CV to be attached with clear experience and references
	0-2 years of experience in road construction projects	0	
Availability of relevant plant and equipment (Resources)	If the bidder owns all the required construction plant and equipment for construction of road projects	30	The tenderer to attach proof of ownership (logbook)
	Tipper Truck 5 points		
	Grader 5 points		
	TLB 5 points		

	Excavator 5 points		
	Watertank 5 points		
	Padfoot or Grid roller or Smooth Roller 5 points		
	Hired Plant	15	The tenderer to attach proof of intent to hire plant or lease agreement
Proof of Office Location	uPhongolo Municipality	10	Tenderers are required to attach proof of office location not older than 3 months
	Zululand District	5	
	KwaZulu Natal	1	
TOTAL POINTS		100	

The minimum number of evaluation points for quality shall be **70%** of the total evaluation points. At this stage Bids scoring points less than 70% will not be considered further in the evaluation process.

Stage 2: Scoring Financial Offer: 80/20 preference points system will be used for evaluation.

(a) Financial Offer

The financial offer will be scored using the following formula

$$Nf = W1 \times [1 - (P - P_m) / P_m]$$

where:

W1 = **80** for financial values up to R50 000 000 (inclusive of VAT) of all responsive Bids received, and **90** for financial values over R50 000 000;

P_m = the value of the comparative offer of the most favorable Bid;

P = the value of the comparative offer under consideration

F.3.11.4 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 WAS AMENDED TO ALIGN WITH NEW B-BBEE CODES OF GOOD PRACTICE IN THE 2017 REGULATIONS

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

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

2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

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

2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 **“consortium or joint venture”** 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;

2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.9 **“EME”** means any enterprise with an annual total revenue of R50 million or less.

2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or

operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE AND QUALITY

Quality and Price shall constitute 80 points and shall be calculated as per Clause F.3.11.1

5. oints awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

F.3.13 Acceptance of Bid Offer

F.3.13.1 Bid Offers will only be accepted on condition that:

- the Bidder has submitted with his Bid an original valid Tax Clearance Certificate issued by the South African Revenue Services
- the Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- the Bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;

- (d) the Bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- (e) the Bidder has not:
 - (i) abused the Employer's Supply Chain Management System; or
 - (ii) failed to perform on any previous contract and has been given a written notice to this effect.
- (f) the Bidder or a competent authorized representative of the Contractor who submitted the Bid has attended the compulsory clarification meeting and/or site inspection, as specified;
- (g) the Bid offer is signed by a person authorized to sign on behalf of the Bidder;
- (h) a Bidder who submitted a Bid as a Joint Venture has included an acceptable Joint Venture Agreement with his Bid.

F.3.18 Copies of contract

The number of paper copies of the signed contract to be provided by the Employer is: **One**.

F.3.18a Contract Administration and Supervision

The contract shall be administered and supervised using the General Conditions of Contract 2015 (GCC 2015)

Annexure F: Standard Conditions of Bid

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

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

F.1.2 Bid Documents

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

F.1.3 Interpretation

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

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

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

- a) **comparative offer** means the Bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other Bided parameters that will affect the value of the financial offer have been taken into consideration
- b) **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 Bid process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the Bid process or the award of a contract arising from a Bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **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 Bidder 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 Bidder. The name and contact details of the employer's agent are stated in the Bid data.

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

F.1.5.1 The employer may accept or reject any variation, deviation, bid offer, or alternative Bid offer, and may cancel the Bid process and reject all Bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder 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 Bid process or the rejection of all responsive Bid offers re-issue a Bid covering substantially the same scope of work within a period of six months unless only one Bid was received, and such Bid was returned unopened to the Bidder.

F.2 Bidder's obligations

F.2.1 Eligibility

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

F.2.2 Cost of Biding

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

F.2.3 Check documents

Check the Bid 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 Bid. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a Bid offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a Bid 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 Bid documents by reference.

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the Bid offer

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

F.2.10.2 Show VAT payable by the employer separately as an addition to the Bided 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 Bid data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.10.5 Up-to 30% of the scope of work shall be subcontracted to local SMEs selected and approved by the Municipality

F.2.11 Alterations to documents

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

F.2.12 Alternative Bid offers

F.2.12.1 Submit alternative Bid offers only if a main Bid offer, strictly in accordance with all the requirements of the Bid documents, is also submitted. The alternative Bid offer is to be submitted with the main Bid offer together with a schedule that compares the requirements of the Bid documents with the alternative requirements the Bidder proposes.

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

F.2.13 Submitting a Bid offer

F.2.13.1 Submit a Bid offer 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 Bid 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 in black ink.

F.2.13.3 Submit the parts of the Bid offer communicated on paper as an original plus the number of copies stated in the Bid 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 Bid offer where required in terms of the Bid data. The employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders 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 Bid offer.

F.2.13.5 Seal the original and each copy of the Bid 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 Bid data, as well as the Bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the Bid data, place and seal the returnable documents listed in the Bid 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 Bid data, as well as the Bidder's name and contact address.

F.2.13.7 Seal the original Bid 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 Bid data.

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

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

Accept that Bid 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 Bid offer at the address specified in the Bid data not later than the closing time stated in the Bid data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept Bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid data.

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

F.2.16 Bid offer validity

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

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

F.2.17 Clarification of Bid offer after submission

Provide clarification of a Bid offer in response to a request to do so from the employer during the evaluation of Bid 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 Bid offer is sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Bidder 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 Bid offer, the Bidder'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 Bidder 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 Bid 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 Bid 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 Bid documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the Bid closing time stated in the Bid Data and notify all Bidders who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the Bid documents to each Bidder during the period from the date of the Bid Notice until seven days before the Bid closing time stated in the Bid Data. If, as a result a Bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all Bidders who drew documents.

F.3.3 Return late Bid offers

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

F.3.4 Opening of Bid submissions

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

F.3.4.2 Announce at the opening held immediately after the opening of Bid submissions, at a venue indicated in the Bid data, the name of each Bidder whose Bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Bid 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 Bid data that a two-envelope system is to be followed, open only the technical proposal of valid Bids in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid data and announce the name of each Bidder whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by Bidders, then advise Bidders 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 Bidders, who score in the quality evaluation above the minimum number of points for quality stated in the Bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each Bid offer properly received:

- a) meets the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the Bid documents.
- d) the Bidder did not make an arithmetic error in the bill of quantities of more than +10% or -10% of his Bid value

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

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the Bidder's risks and responsibilities under the contract, or
- affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified

Reject a non-responsive Bid 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

Check responsive Bid offers for arithmetical errors, correcting them in the following manner:

- **If a Bidder makes an arithmetic error of more than $\pm 10\%$ in the bill of quantities**
- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Bidder's addition of prices, the total of the prices shall govern, and the Bidder will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the Bided total of the prices.

Consider the rejection of a Bid offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a Bid offer

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

F.3.11 Evaluation of Bid offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive Bid offer to a comparative offer and evaluate it using the Bid evaluation method that is indicated in the Bid Data and described below:

Method 1: Financial offer	1) Rank Bid offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked Bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score Bid evaluation points for financial offer. 2) Confirm that Bidders are eligible for the preferences claimed and if so, score Bid evaluation points for preferencing. 3) Calculate total Bid evaluation points. 4) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 5) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all Bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score Bid evaluation points for financial offer. 3) Calculate total Bid evaluation points. 4) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 5) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all Bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score Bid evaluation points for financial offer. 3) Confirm that Bidders are eligible for the preferences claimed, and if so, score Bid evaluation points for preferencing. 4) Calculate total Bid evaluation points. 5) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 6) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

F.3.11.2 Scoring Financial Offers

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

$$N_{FO} = W_1 \times [1 - (P - P_m) / P_m]$$

where:

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

W_1 = the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data i.e. 80.

P_m = the comparative offer of the most favourable Bid offer.

P = the comparative offer of Bid offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Bid Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful Bidder, submit for the Bidder'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 Bid offer

F.3.13.1 Accept Bid offer only if the Bidder satisfies the legal requirements stated in the Bid Data.

F.3.13.2 Notify the successful Bidder of the employer's acceptance of his Bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Bid data or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Bidder as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful Bidders

After the successful Bidder has acknowledged the employer's notice of acceptance, notify other Bidders that their Bid offers have not been accepted.

F.3.15. 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 Bid documents to take account of:

- a) addenda issued during the Bid period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful Bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of Bid require the Bidder to submit, after acceptance by the employer, shall be included.

F.3.17 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.3.18 Provide copies of the contracts

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

UPHONGOLO MUNICIPALITY**CONTRACT NO. 589/05/21****N2 TO THANDUKUKHANYA TARRED ROAD IN WARD 07****T2.1 List of Returnable Documents**

The Bidder must complete the following returnable documents:

1. Returnable Schedules required only for Bid evaluation purposes

- A: Certificate of Attendance at a Bid Site Meeting
- B: Record of Addenda to Bid Documents
- C: Certificate of Authority for Joint Ventures / Close Corporation/ Partnership/ Company/ Sole Proprietor
(Certified copies of Identity Documents in the case of Sole Proprietor)
- F: Declaration of Interest, MBD 4
- G: Declaration for Procurement Above R10 million (All Applicable Taxes Included), MDB5
- H: Schedule of the Bidder's Experience
- I: Schedule of Key Personnel
- J: Format of Curriculum Vitae
- K: Proposed Amendments, Qualifications and Alternatives
- L: Schedule of Subcontractors
- M: Schedule of Plant and Equipment

2. Compulsory Documents are as follows:

- C (iv) Joint Venture Agreements where applicable and it must be signed by both parties.
- D: A Valid Tax Clearance Compliance Status Pin Certificate issued by the South African Revenue Services.
- E: Registration Certificates of entities – Joint Ventures / Close Corporation/ Partnership/ Company/ Sole Proprietor, and IDs for Directors/Share Holders, Close Corporations and Partnerships, ID documents for Sole Proprietors
- H: Letters of reference on similar work from previous employer in the institutions letter head

3. Returnable Schedules that will be incorporated into the contract

- N: Preferencing Claim Form, MBD 6.1
- O: BBBEE Certificate (Certified Copy)
- P: CIDB grading certificate and number on spaces provided
Failure to submit the above information (compulsory documents) the tender will be disqualified

4. Other documents that will be incorporated into the contract

- Q: Declaration of Bidder's Past Supply Chain Management Practices
- R: Certificate of Independent Bid Determination, MBD 9
- S: Execution Programme
- U: Contractors' Health and Safety Declaration.
- V: Contractor's Safety Plan
- W: Rates and Municipality Services Clearance Certificate
- X: Copy of Cashed Cheque for the Company
- Y: Proof of Purchase of Tender Documents

Z: Central Suppliers Database Report

5. The offer portion of the C1.1 Offer and Acceptance**6. C1.2 Contract Data (Part 2)****7 C2.2 Bills of quantities**

A. CERTIFICATE OF ATTENDANCE AT A BID SITE MEETING (N/A)

This is to certify that (*Bidder*)

of (*address*).....

..... was represented by the person(s) named below at the compulsory meeting held for all Bidders at **Uphongolo Municipality**, 61 Martin Street, Pongola, for the contract number **589/05/21** on starting at

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

Particulars of person**(s) attending the meeting:**

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:

B. RECORD OF ADDENDUM TO BID DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer.

ADD. No.	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

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

DATE:

C- CERTIFICATE OF AUTHORITY OF AN ENTITY

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder 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 that by resolution of the Board (copy
 attached) taken on 20.....,

Mr/Ms, acting in the capacity of
, was authorised to sign all documents in
 connection with this Bid 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 Bid 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 Bid 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 Bid 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
 Bid 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.
 Attach on this page a Joint Venture agreement and a percentage split of works and scope of works to be split.*

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:

D. TAX CLEARANCE COMPLIANCE PIN STATUS CERTIFICATE**MBD 2**

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 original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 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.

[Tax Clearance Compliance Pin Status Certificate obtained from SARS to be inserted here]

E. REGISTRATION CERTIFICATE OF AN ENTITY

Important note to Bidder: Certified Copies of Registration Certificates for Companies and IDs for Directors/Share Holders, Close Corporations and Partnerships, ID documents for Sole Proprietors, must be inserted here.

F: DECLARATION OF INTEREST**MBD 4**

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number.....
 - 3.7 The names of all directors / trustees / shareholders' members, their individual identity Numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.....

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature.....
Date.....
Capacity.....
Name of Bidder

G. MBD 5**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

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

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

***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.

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

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**

***Delete if not applicable**

3.1 If yes, provide 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, provide particulars.

.....
.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME) CERTIFY
THAST THE INFORMATSION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT
THAST THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

The Bidder shall enter in the spaces provided below a list of relevant Access Roads projects. This information is deemed to be material to the award of the contract and is taken into account in the calculation of the adjudication points. Failure to provide this information your document will be excluded. Attach on this page reference letters from previous employers, the letters should be in the institutions' letter heads and completion certificates.

[illegible]

DATE:

I. KEY PERSONNEL

In terms of the Project Specification and the Conditions of Bid, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Bidder 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	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc.						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others:						
.....						
.....						
.....						
.....						
.....						

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

DATE:

J. (a) CURRICULUM VITAE OF CONTRACTS SITE AGENT

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule Date

The Tenderer should attach relevant qualifications.

J. (b) CURRICULUM VITAE OF FOREPERSON

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

The Tenderer should attach relevant qualifications.

K. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Bidder 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 Bidder must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Bid.]

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative Bid, 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 Bid.

(3) Alternative Bids involving technical modifications to the design of the works and methods of construction shall be treated separately from the main Bid offer.]

(c)..... DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

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

DATE:

L. SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

We confirm that all subcontractors who are contracted to construct a house or building, are registered as home builders with the National Home Builders Registration Council in accordance with the Housing Consumers Protection Measures Act, 1998 (Act 95 of 1998, as amended by Act 27 of 1999).

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

The contractor must be willing to subcontract up to 30% of tendered amount to local companies and the subcontractor will be appointed by the Uphongolo Municipality.

Signed

Date

Name

Position

Bidder

M. SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required and proof of ownership

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required and proof of arrangement for hiring plant or equipment.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

MBD 6.1

**N. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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

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

2. GENERAL CONDITIONS

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

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

2.2

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

2.3 Points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contributor.

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

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

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

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

3. DEFINITIONS

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

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

- 8.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

MBD 6.2

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Structural steel	100%
PVC pipes	100%

3. Does any portion of the goods or services offered have any imported content?
(**Tick applicable box**)

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

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

The relevant rates of exchange information is accessible on www.reservebank.co.za
Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

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

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

IT IS A CONDITION OF BIDDING THAT –

- 1. The Bidder shall complete and sign the schedule.**
- 2. Failure to comply with the instruction above shall invalidate the bid.**

SATS
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1

Annex C

Local Content Declaration - Summary Schedule

(C1)
(C2)
(C3)
(C4)
(C5)
(C6)
(C7)

Tender No.
Tender description:
Designated product(s)
Tender Authority:
Tendering Entity name:
Tender Exchange Rate:
Specified local content %

Pula

EU

GBP

Note: VAT to be excluded from all calculations

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value-net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Signature of tenderer from Annex B

Date:

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
(C20) Total tender value	R		
	(C21) Total Exempt imported content	R	
	(C22) Total Tender value net of exempt imported content	R	
	(C23) Total Imported content		R
	(C24) Total local content		R
	(C25) Average local content % of tender		

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1))	Tender No.				
(D2))	Tender description:				
(D3))	Designated Products:				
(D4))	Tender Authority:				
(D5))	Tendering Entity name:				
(D6))	Tender Exchange Rate:	Pula		EU	
				GBP	

Note: VAT to be excluded from all calculations

A. Exempted imported content

Calculation of imported content

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

Summary

Tender Qty	Exempted imported value
(D17)	(D18)
(D19) Total exempt imported value	R

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

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

Summary

Tender Qty	Total imported value
(D30)	(D31)
(D32) Total imported value by tenderer	R 0

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

				Calculation of imported content					
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)

Summary

Quantity imported	Total imported value
(D43)	(D44)
(D45) Total imported value by 3rd party	R 0

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above					R 0
This total must correspond with Annex C - C 23					

Signature of tenderer from Annex B

Date: _____

SATS
1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

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

(E10)	Manpower costs	(Tenderer's manpower cost)	R
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R
(E13) Total local content			R

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

O. BBBEE CERTIFICATE/SWORN AFFIDAVIT

The tenderer must attach hereto a B-BBEEE Certificate issued by verification agency accredited by the South African National Accreditation System (SANAS). Alternatively, qualifying enterprises can submit a sworn affidavit declaring their B-BBEE status. Joint ventures are required to submit a consolidated certificate for the entity.

P. CIDB REGISTRATION CERTIFICATE OF AN ENTITY

Important note to Bidder: Bidders to attach here a certified copy of CIDB grading certificate and complete the number on the spaced provided.

1. CIDB Registration No.....
2. CIDB Grading

Q. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

R. CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read, and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am 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

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

MBD 9

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

Js9141w 4

S. EXECUTION PROGRAMME

The Bidder 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 Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Bid.

The Execution Programme must be based on the completion time as specified in the Contract Data.

PLEASE NOTE: the cashflow projections from the contractor (to be submitted before commencement of the execution of the contract) must be in accordance with this execution plan in order to ensure proper cashflow management by the Department and to minimise delayed payments.

PROGRAMME

ACTIVITY	WEEKS / MONTHS													

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

DATE:

U. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (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 OHS Act 1993 Construction Regulations 2003.

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

Declaration by Bidder

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 OHS Act 1993 Construction Regulations 2003.
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 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provide.....

(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 Bid 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 5(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 2003 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 Bided 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 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) 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 2003 and accept that my Bid will be prejudiced and may be rejected at the discretion of the Employer.

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

DATE:

V. CONTRACTOR'S SAFETY PLAN

[The Bidder shall attach to this page the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003 and referred to in T2.1.]

W. PROOF OF MUNICIPAL ACCOUNT

The tenderer shall attach hereto proof of municipal accounts not older than 3 months, in the form of either a municipal account statement or a letter from the property owner if renting. The letter should state that rent is paid up to date and indicate whether municipal accounts are included in the rent. The letter should not be older than 3 months.

X. COPY OF CASHED CHEQUE FOR THE COMPANY

The Tenderer's shall insert here a copy of cashed cheque for the company or letter from the bank here.

Y. PROOF OF PURCHASE OF TENDER DOCUMENTS

The Tenderer's shall insert here proof of purchase of the tender documents in the form of an official receipt or other acceptable form of proof.

Z. CENTRAL SUPPLIER'S REGISTRATION REPORT

The Tenderer's Central Supplier's Registration Report to be inserted here

The Contract

Part C1: Agreement and Contract Data

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
	C1.2.1 Conditions of Contract
	C1.2.2: Part A: Contract Data Provided by The Employer
	C1.2.2: Part B: Contract Data Provided by The Contractor
C1.3	Form of Guarantee
C1.4	Agreement with Adjudicator
C1.5	Agreement in Terms of the Occupation Health and Safety

Part C2: Pricing data

C2.1	Pricing Instructions
C2.2	Activity Schedule or Bills of Quantities

Part C3: Scope of Work

C3.1	Scope of Work
------	---------------

Part C4: Site information

C4	Site Information
----	------------------

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

UPHONGOLO MUNICIPALITY**CONTRACT NO. 589/05/21****N2 TO THANDUKUKHANYA ROAD PAVING****C1.1 Form of Offer and Acceptance****Offer** (To be filled by tenderer)

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

CONTRACT NUMBER: 589/05/21, PROJECT DESCRIPTION: N2 TO THANDUKUKHANYA TARRED ROAD

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 Date

Name

Capacity

for the tenderer

(Name and address of organization)

Name and signature of witness

Form of Offer and Acceptance (continued)**Acceptance** (To be filled by Employer)

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 1 to 4 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). 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 Date

Name

Capacity

**for the
Employer Uphongolo Municipality
61 Martins Street, Pongola**

Name and
signature
of witness

Date

Form of Offer and Acceptance (continued)**Schedule of Deviations**

1 Subject	
Details	
.....	
.....	
.....	
2 Subject	
Details	
.....	
.....	
.....	
3 Subject	
Details	
.....	
.....	
.....	
4 Subject	
Details	
.....	
.....	
.....	
5 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.

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.2 Contract Data

PART C1: AGREEMENT AND CONTRACT DATA

C1.2 CONTRACT DATA

C1.2.1 Conditions of Contract

PART C1: AGREEMENT AND CONTRACT DATA

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works – Second Edition 2015", issued by the South African Institution of Civil Engineering. (Short title: "**General Conditions of Contract for Construction Work 2015**") and can be obtained from:

SAICE

SAICE House
Block 19
Thornhill Office Park
Becker Street
MIDRAND
1685
Gauteng Province
Tel: (011) 805-5947
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.

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

No amendments.

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

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

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

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

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

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

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

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

Witnessed by: **Date:**

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

PART C1: AGREEMENT AND CONTRACT DATA

C1.2: CONTRACT DATA

C1.2.2 PART A: Data Provided by the Employer

C1.2.2 PART B: Data Provided by the Contractor

C1.2.2 CONTRACT DATA (Applicable to this Contract)**PART A: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA BY THE EMPLOYER
Clause 1.1.14: Clause 1.2.2:	Name of Employer: Uphongolo Municipality Address of Employer: <u>Physical:</u> uPhongolo Municipal Offices 61 Martin Street Pongola, 3170 Telephone No: (034) 413 1223 Fax No: (034) 413 1706 E-Mail: cfo@uphongolo.gov.za
Clause 1.1.15: Clause 1.2.2:	Name of Engineer: Bi Infrastructure Consultants (Pty) Ltd Address of Engineer: <u>Physical:</u> 42A Montgomery Drive Athlone Pietermaritzburg, 3201 Telephone No: (033) 345 4125 Fax No: (033) 345 3883 E-Mail: fortune@biiconsultants.co.za
Clause 1.6 & 38.1:	Special non-working days are public holidays, Saturdays and Sundays; and the following statutory public holidays as declared by National or Regional Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year end break.
Clause 1.6:	The year-end break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year and in this contract it starts on 16th December 2021 and ends on 6th January 2022.
Clause 2.3:	The Engineer is required to obtain the specific approval of the Employer for the following: The Engineer requires the Municipal approval in order to authorise any expenditure in excess of the tender Sum plus 15% Contingencies.
Clause 7.1:	The Guarantee shall be delivered within 14 days after the Employer has informed the Contractor <i>in writing</i> that his tender has been accepted. The Form of Acceptance will however not be signed by the Employer before the receipt of a guarantee acceptable to the Employer. Deed of Guarantee is applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA BY THE EMPLOYER
Clause 6.2.1:	The time to deliver the Deed of Guarantee is within 14 Days of the Commencement Date.
Clause 6.2.1:	The Liability of the Guarantee shall be 10%.
Clause 5.3.1:	The contractor shall commence executing the work within 14 days of the Commencement date.
Clause 5.6.1:	The Contractor shall deliver his programme of work within 14 days of the Commencement date.
*	
Clause 8.6.1.1.2:	The value of materials supplied by the Employer to be included in the insurance sum is <u>R0. 00.</u>
Clause 8.6.1.1.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <u>R 100 000.00</u>
Clause 8.6.1.2:	Special risk insurance issued by SASRIA is required.
Clause 8.6.1.3:	The limit of indemnity for liability insurance is R 5 000 000.00 for any single liability claim.
Clause 6.5.1.2.3:	The percentage allowance to cover overhead charges is 15% .
Clause 5.6.1:	The Works shall be completed within <u>amount stated on the cover page</u> including special non-working days and the year-end break.
Clause 5.13.1:	The penalty for failing to complete the works is R1500 per <u>Calendar Day</u> .
Clause 6.8.1:	The rates and/or prices stated in the Pricing Data shall be final and binding throughout the period of the Contract.

REFERENCE	CONTRACT SPECIFIC DATA BY THE EMPLOYER
Clause 6.8.3:	Price adjustments for variations in the costs of special materials are not allowed.
Clause 6.10.1.5:	The percentage advance on materials not yet built into the Permanent Works is: 80% .
Clause 6.10.3:	The percentage retention on the amounts due to the Contractor is 10 % excluding contract price adjustment, contingencies and VAT.
Clause 6.10.6.1:	A Retention money guarantee is permitted limited to 50%.
Clause 7.8.1:	The Defects Liability Period is applicable to this contract and is 6 months measured from the date of the Certificate of Completion.
Clause 10.2:	Dispute Resolution shall be by Amicable settlement / Adjudication / Arbitration.
Clause 10.3:	1. The Adjudicator shall be reimbursed at the hourly rate of R650.00 in respect of all time spent upon or in connection with the adjudication including time spent travelling. 2. The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to. (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal advice or technical advice obtained in accordance with the Procedure. 3. The Adjudicator shall be paid an appointment fee of R 7 500.00. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and / or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties 4. The Adjudicator is currently registered for Value Added Tax (VAT). 5. Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice. 6. All payments other than the appointment fee (item 3) shall become due 7 days after receipt of invoice thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

C1.2.2: CONTRACT DATA (Applicable to this contract)**PART B: DATA PROVIDED BY THE CONTRACTOR**

The following contract specific data are applicable to this contract.

REFERENCE**CONTRACT SPECIFIC DATA BY THE CONTRACTOR**

Clause 1.8: **Name of Contractor:**

Clause 1.2.2: **Address of the Contractor:**

Physical:

Postal:

.....

.....

.....

.....

.....

.....

.....

.....

E-Mail:

Telephone No: Fax No:

Clause 6.8.3: The variation in cost of all special materials is to be provided in the Table SM 1 for special materials.

The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price is the ruling price on the 1st of Month prior to close of tender.

TABLE: SM1

Special Materials	Unit*	Rate or Price for the base month
Interlocking paving bricks		
Concrete		
Steel Reinforcing		

* Indicate whether the material shall be delivered in bulk or in containers. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence.

Signed on behalf of Tenderer:

REFERENCE**CONTRACT SPECIFIC DATA BY THE CONTRACTOR**

Clause 4.4.3:

Selection of Sub-Contractors

The Tenderer shall list below the Subcontractors and Suppliers whom he intends to appoint in respect of the various specialist items of work to be done or goods supplied on this contract. Alternatives may be mentioned.

The Tenderer shall state whether he intends to carry out any specialised work or supply of goods himself.

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

SCHEDULE OF SPECIALIST SUB-CONTRACTORS AND SUPPLIERS

Specialised Item	Name and Details of Specialist Sub-Contractors

Signed on behalf of Tenderer:

EPWP REQUIREMENTS

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict. Minimum number of local labour to be employed in the project is 10 people.

Contractor's default in payment to labourers and employees:

Any dispute between the Contractor and Labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honored in time, out of any moneys due or which may become due to the Contractor under the Contract.

Applicable labour laws

The Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

1. Introduction

- 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a EPWP.
- 1.2 In this document –
 - a) "department" means any department of the State, implementing agent or contractor;
 - b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
 - c) "worker" means any person working in an elementary occupation on a EPWP;
 - d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
 - e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
 - f) "task" means a fixed quantity of work;
 - g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
 - h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
 - i) "time-rated worker" means a worker paid on the basis of the length of time worked.

2. Terms of Work

- 2.1 Workers on a EPWP are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.
- 2.3 Employment on a EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work–
 - a) more than forty hours in any week
 - b) on more than five days in any week; and
 - c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by

another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6. Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

8. Work on Sundays and Public Holidays

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
8.2 Work on Sundays is paid at the ordinary rate of pay.
8.3 A task-rated worker who works on a public holiday must be paid –
a) the worker's daily task rate, if the worker works for less than four hours;
b) double the worker's daily task rate, if the worker works for more than four hours.
8.4 A time-rated worker who works on a public holiday must be paid –
a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9. Sick Leave

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
9.4 The local labour rate is at R160/task/day.
9.5 Accumulated sick-leave may not be transferred from one contract to another contract.
9.6 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
9.7 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
9.8 An employer must pay a worker sick pay on the worker's usual payday.
9.9 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
a) absent from work for more than two consecutive days; or
b) absent from work on more than two occasions in any eight-week period.
9.10 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
9.11 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

10. Maternity Leave

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
10.5 A worker may begin maternity leave –

- a) four weeks before the expected date of birth; or
 - b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

11. Family responsibility leave

- 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
- a) when the employee's child is born;
 - b) when the employee's child is sick;
 - c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12. Statement of Conditions

- 12.1 An employer must give a worker a statement containing the following details at the start of employment –
- a) the employer's name and address and the name of the EPWP;
 - b) the tasks or job that the worker is to perform; and
 - c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - d) the worker's rate of pay and how this is to be calculated;
 - e) the training that the worker will receive during the EPWP.
- 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3 An employer must supply each worker with a copy of these conditions of employment.

13. Keeping Records

- 13.1 Every employer must keep a written record of at least the following –
- a) the worker's name and position;
 - b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - c) in the case of a time-rated worker, the time worked by the worker;
 - d) payments made to each worker.
- 13.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

14. Payment

- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
- a) at the workplace or at a place agreed to by the worker;
 - b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - c) in a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing –
- a) the period for which payment is made;
 - b) the numbers of tasks completed, or hours worked;
 - c) the worker's earnings;
 - d) any money deducted from the payment;
 - e) the actual amount paid to the worker.

- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15. Deductions

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4 An employer may not require or allow a worker to –
 - a) repay any payment except an overpayment previously made by the employer by mistake;
 - b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - c) pay the employer or any other person for having been employed.

16. Health and Safety

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 **Provision of Hand tools.** The Contractor shall throughout the project duration, provide his/her labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions.
- 16.3 A worker must –
 - a) work in a way that does not endanger his/her health and safety or that of any other person;
 - b) obey any health and safety instruction;
 - c) obey all health and safety rules of the EPWP;
 - d) use any personal protective equipment or clothing issued by the employer;
 - e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17. Compensation for Injuries and Diseases

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18. Termination

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19. Certificate of Service

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
 - a) the worker's full name;
 - b) the name and address of the employer;
 - c) the EPWP on which the worker worked;
 - d) the work performed by the worker;

- e) any training received by the worker as part of the EPWP;
- f) the period for which the worker worked on the EPWP;
- g) any other information agreed on by the employer and worker.

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.3 Form of Guarantee

PRO FORMA**C1.3 Form of Guarantee**

CONTRACT NO. 589/05/21

WHEREAS the **Uphongolo Municipality** (hereinafter referred to as the Employer") entered into, a Contract with:

.....
.

(Hereinafter called "the Contactor") on the day of 20.....

.

for the **N2 TO THANDUKUKHANYA TARRED ROAD**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....Rand (in words); R
..... (in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHERE OF this guarantee has been executed by us at
on this day of 20

Signature

Duly authorized to sign on behalf of
.

Address
.

.....
.....

As witnesses:

1

2

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.4 Agreement with Adjudicator

C1.3 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 Contract No.....

(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):

Name:

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

Witness:

(Signature).....

Name:

Address:

.....

.....

.....

Date:

(Signature):

Name:

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

Witness:

(Signature).....

Name:

Address:

.....

.....

.....

Date:

(Signature):

Name:

the **Adjudicator** in the
presence of

Witness:

(Signature).....

Name:

Address:

.....

.....

.....

Date:

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.5 Agreement in Terms of Occupation Health and Safety

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 **Uphongolo Municipality** represented by the Municipal Manager:

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

.....
.....

in his capacity as:

AND:

.....

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

.....
.....

in his capacity as:

duly authorised to sign on behalf of the Contractor.

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

CONTRACT No.: 589/05/21, N2 TO THANDUKUKHANYA ROAD PAVING

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

THE CONTRACT

C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

C2.2: BILL OF QUANTITIES

C2.1 PRICING INSTRUCTIONS

C2.1 PRICING INSTRUCTIONS

1. GENERAL

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

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and comply in general with the measurement and payment clauses of the Standardized Specifications, the Project Specifications and the Particular Specifications, read together with the relevant clauses of the Scope of Work and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The following will be applicable to activities related to the Expanded Public works programme (EPWP);

- Those parts of the contract to be constructed using labour intensive methods have been marked in the Bills of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities that must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made if they are not constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was not done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are the estimated quantities of work to be done and will be subject to re-measurement during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities, and the contract price for the completed contract shall be computed at the relevant unit rates and prices, all in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion of the work and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. Reasonable unit rates and prices shall be entered in the Bill of Quantities as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

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

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

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

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

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

All rates and amounts quoted in the Bill of Quantities shall be in rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

5. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 45 of the General Conditions of Contract 2004. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be tolerated.

6. CORRECTION OF ENTRIES

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

7. ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Conditions of Tender.

8. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 49 of the General Conditions of Contract 2004, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress installments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

9. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Abbreviations used in the Bill of Quantities, including some non-standard abbreviations, are as follows:

mm	= millimetre	h	= hour
m	= metre	kg	= kilogram
km	= kilometre	t	= ton (1000 kg)
m ²	= square metre	No.	= number
m ² pass	= square metre-pass	sum	= lump sum
ha	= hectare	MN	= meganewton
m ³	= cubic metre	MN.m	= meganewton-metre
m ³ .km	= cubic metre-kilometre	P C sum	= Prime Cost sum
ℓ	= litre	Prov sum	= Provisional sum
kℓ	= kilolitre	%	= per cent
MPa	= megapascal	pers. Days	= person days
KW	= kilowatt		

10. ASSET CODES

The following asset codes will be applicable to the contract:

C	= Civil infrastructure
M	= Mechanical infrastructure
E	= Electrical infrastructure
I	= Instrumentation

The above details need to be included in the right-hand column of the Bill of Quantities marked with an “*”. It is for information purposes only and does not have any relevance to the rates tendered.

C2.2: BILL OF QUANTITIES

ITEM No	PAYMENT REFERS	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
1.00		SECTION 1: PRELIMINARY & GENERAL				
1.1	SABS 1200 A 8.30	<u>Fixed-charge items</u>				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
1.1.2		<u>Establish facilities on the Site</u>				
1.1.2.2	8.3.2.3	Facilities for Engineer:				
		a) Furnished office	Sum	1		
1.1.2.3	8.3.2.3	Facilities for Contractor	Sum	1		
1.1.3	8.3.3	<u>Other fixed-charge obligations</u>	Sum	1		
1.1.4	PSA	Compliance with OHS Act obligations as per Project spec	Sum	1		
1.1.5	8.3.4	Removal of Site establishment on completion	Sum	1		
1.2		<u>Time-related items</u>				
1.2.1	8.4.1	Contractual Requirements	Sum	1		
1.2.2		<u>Establish facilities on the Site</u>				
1.2.2.1	8.4.2.3	Facilities for Engineer:				
		a) Furnished office	Sum	1		
1.2.3	8.4.2.3	Facilities for Contractor	Sum	1		
1.3		<u>Sums Stated Provisionally by Engineer</u>				
1.3.1		Clerk of works	Prov Sum	1	20 000.00	20 000.00
1.3.2	PS1.6.4	Security costs for duration of contract (Provisional)	Prov Sum	1	5 000.00	5 000.00
1.3.3		Notice and warnings to consumers	Prov Sum	1	5 000.00	5 000.00
1.3.4	PS1.6.5	Community Liaison Officer for duration of contract	Prov Sum	1	30 000.00	30 000.00
1.3.5		Dealing with Existing services (Provisional)	Prov Sum	1	40 000.00	40 000.00
TOTAL CARRIED FORWARD						

ITEM No	PAYMENT REFERS	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
1.3.6	PSAB 5.6	Control tests by independent laboratory when ordered by Engineer	Prov Sum	1	10 000.00	10 000.00
1.3.8		Provision of daily photographic records	Prov Sum	1	5 000.00	5 000.00
1.3.9		Percentage mark-up on items 1.3.1 to items 1.3.8 above	%	115 000		
1.4	8.8	<u>Temporary works</u>				
1.4.1	8.8.2	Accommodation of traffic	Sum	1		
1.4.2	8.8.3	Protection of structures in the vicinity	Sum	1		
1.5	8.8.4	<u>Existing services</u>				
1.5.1		Location:				
1.5.2		Supply or hire of specialist equipment	Sum	1		
1.5.4		Excavate by hand in soft to expose services	m ³	25		
1.6		<u>Setting out of the works</u>	Sum	1		
1.7	PS 1.3.2.3	<u>Labour Intensive Construction</u>				
1.7.1		Training allowance paid to targeted labour in formal training	Person Days	40		
1.7.2		Extra over for the administration of payment of training allowances to targeted labour	Person Days	40		
1.7.3		Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site.	Prov Sum	1	5 000.00	5 000.00
TOTAL CARRIED FORWARD						

ITEM No	PAYMENT REFERS	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
1.8		Dayworks (Provisional Amounts) Plan & Labour: (As per Plant Schedule) Percentage Mark-up on item 1.8 above and 1.7.3	Prov Sum %	1 35 000	30 000.00	30 000.00
1.8.1		Personnel during normal working hours (a) Unskilled labour (b) Semi-skilled labour (c) Skilled labour (d) Ganger (e) Flagmen	hr hr hr hr hr			Rate only Rate only Rate only Rate only Rate only
1.8.2		Personnel outside normal working hours (a) Outside normal working hours and Saturdays (i) Unskilled labour (ii) Semi-skilled labour (iii) Skilled labour (iv) Ganger (v) Flagmen	hr hr hr hr hr			Rate only Rate only Rate only Rate only Rate only
1.8.3		(b) Sundays and public holidays (i) Unskilled labour (ii) Semi-skilled labour (iii) Skilled labour (iv) Ganger (v) Flagmen	hr hr hr hr hr			Rate only Rate only Rate only Rate only Rate only
1.8.4		Plant (a) Grader (CAT 140G or similar) (b) Pedestrian Roller (Bomag BW 90 or similar) (c) Water truck (5000 litres) (d) Tipper truck, 10.0 m3 (e) Backhoe TLB type (Cat 428 or equivalent) (f) Dewatering pump including generators (g) Compressor including hoses and tools (180cfm)	hr hr hr hr hr hr hr			Rate only Rate only Rate only Rate only Rate only Rate only Rate only
SECTION 1 TOTAL CARRIED TO SUMMARY						

ITEM No	PAYMENT REFERS	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
2		SECTION 2 : ROADWORKS				
2.1	SABS 1200 C	SITE CLEARANCE				
2.1.1		Clearing and grubbing at inlets and outlets of hydraulic structure	m ²	50		
2.1.2		Cleaning out of hydraulic structures				
2.1.2.1		(a) Pipe with an internal diameter up and including 450mm	m ³	25		
2.1.2.2		(b) Pipes with an internal diameter exceeding 450mm up to 750mm	m ³	30		
2.1.3	8.2.5	Take Down Existing Fences (Provisional)				
		(a) Fences of nominal height up to 1,5m	m	1480		
		(b) Fences of nominal height more than 1,5m	m	50		
2.1.4	PS	Replace Fences (Provisional)				
		(a) Fences of nominal height up to 1,5m	m	1480		
		(b) Fences of nominal height more than 1,5m	m	50		
2.1.5		Remove old stormwater pipelines up to 600mm Diameter	m	50		
2.1.6		Remove old stormwater pipelines over 600mm Diameter	m	10		
2.1.7		Dismantle and remove lamp posts, gantries, telephone poles	no.	10		
2.1.8		Dismantle and remove electricity and other transmission lines, cables,	m	40		
2.2	SABS 1200 DM	EARTHWORKS				
2.2.1	8.3.3 a	ROADBED preparation and compaction of in-situ material to a depth in 150mm layers to:				
2.2.1.1	2	compact to 90% Mod AASHTO density	m ³	2 000		
2.2.2	8.3.4	CUT TO FILL within freehaul distance of 1km and;				
2.2.2.1		(a) compact to 93% Mod AASHTO density	m ³	500		
2.2.3	8.3.7	CUT TO SPOIL OR STOCKPILE within freehaul distance of 1 km				
2.2.3.1		Soft excavation	m ³	1 000		
2.2.3.2		Hard excavation	m ³	450		
2.2.4	8.3.12	Extra-over Items 2.1.1, 2.2.2 & 2.2.3 for overhaul in excess of freehaul distance of 1 km	m ³ km	120		
2.3	SABS 1200 ME	SUBBASE				
2.3.1	8.3.3	Construct subbase compacted to 95% mod. AASHTO density:				
		(b) From commercial courses - G6 quality	m ³	1 800		
2.3.2	8.3.3	Construct selected layer compacted to 95% mod. AASHTO density:				
		(b) From borrow pits - G7 material	m ³	1 800		
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
2.4	SABS 1200 MF	SUB BASE Process Sub base material by the following processes, as relevant, and use in the base				
2.4.1	8.3.5	(a) Stabilization	m ³	1 800		
2.4.2	8.3.8	(a) Cement	t	97		
2.5	SABS 1200MF PSMF	BASE COURSE 150mm G2 or better Base course from commercial sources to be compacted to 98% Mod AASHTO.				
2.5.1	8.3.3a)		m ³	1 800		
2.6	SABS 1200 MH	SURFACING Prime Coat, using MC 30 SP	m ²	10 600		
2.6.1	8.5.1	Tack coat using 30% cationic emulsion	m ²	10 600		
2.6.2	8.5.3	Asphalt surfacing in Roadways (b) Continuously graded medium asphalt surfacing, using 60/70penetration grade bitumen, -40mm thick	m ²	10 600		
2.6.3	8.5.4	Variation in quantities of bituminous binder content	litre	50		
2.6.4	8.5.5	Construction of painted speedhumps complete	No	4		
2.7	SABS 1200 MM	ANCILLARY ROADWORKS Guardrails on timber posts:				
2.7.1	8.2.1	(a) Galvanized E/O items for horizontally curved guardrails factory bent to a radius of less than 45m	m	10		
2.7.2	8.2.2	End treatment: (a) End wings	no.	5		
		(b) Bull noses	no.	1		
2.7.3		Additional guardrails posts:				
	8.2.4	(a) Timber	no.	5		
2.7.4	8.2.5	Reflective plates	no.	5		
2.7.5	8.3.1	Road Signs with painted background painted symbols on chromadek 1.6mm thick ip to 2m2	m ²	10		
2.7.6	8.3.3	Sign supports, timber 150mm diameter, 2.6m long	No	6		
2.7.7	8.4	Road Markings				
	8.4.1	Non-reflectorized paint applied at nominal rate of 0.42/m2				
		a) White lines 100mm wide	m	1 800		
		a) White lines 300mm wide	m	20		
	8.4.1 (c)	c) White STOP symbol standard detail	No	2		
2.8	SABS 1200 DK	GABIONS AND PITCHING EXCAVATION See Section D, DA, DE as applicable				
2.8.1	8.2.1	GABIONS Surface preparation for bedding of gabions	m ²	60.00		
2.8.2	8.2.2	Construct gabions using galvanised wire mesh				
		a) Gabion mattresses of depth 0,3 m with diaphragms providing 2 m x 1 m cells	m ³	200.00		
2.8.3	8.2.4	Geotextile (type, etc, stated) placed where ground water seepage occurs				
		a) below foundation mattresses	m ²	60.00		
		b) on slope behind wall	m ²	120.00		
2.9		PITCHING Supply all materials and labour and construct grouted stone pitching at inlets and/or outlets where instructed by Engineer				
2.9.1	PSDK 8..5		m ²	80.00		
SECTION 2 TOTAL CARRIED TO SUMMARY						

	PAYMENT REFERS	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
4		SECTION 4 : STORMWATER DRAINAGE				
4.1	SABS 1200 DB	TRENCHES Excavate in all materials for trenches, backfill compact and dispose of surplus material within the freehaul distance of 1 km, for the following trench depths:				
4.1.1	8.3.2 (a)	For pipes up to 600mm dia				
4.1.1.1		Depth from 0m to 1.0m	m	80		
4.1.1.2		Depth from 1.0m to 2.0m	m	10		
4.1.2		For pipes greater than 600mm dia				
4.1.2.1		Depth from 0m to 1.0m	m	30		
4.1.2.2		Depth from 1.0m to 2.0m	m	15		
4.1.3		Extra-over Item 4.1.1 and 4.1.2 for hard rock	m ³	20		
4.1.4	8.3.3.4	Extra-over Item 4.1.1 and 4.1.2 for overhaul in excess of 1 km	m ³ km	600		
4.2	SABS 1200 LB	BEDDING Provision of bedding obtained from trench excavations				
4.2.1	8.2.1	Selected granular material	m ³	5		
4.2.1.1		Selected fill material	m ³	15		
4.2.2	8.2.2.3	Provision of bedding obtained from commercial sources				
4.2.2.1		Selected granular material	m ³	100		
4.2.2.2		Selected fill material	m ³	100		
4.2.2.3		Washed 7mm crushed stone	m ³	20		
4.3	SABS 1200 LE	PIPES Rates to include for wrapping of joints Supply, lay in Class B bedding and joint for the following:				
4.3.1	8.2.1	R.C. Class 100-D interlocking type				
4.3.1.1						
4.3.1.5		600mm dia	m	70		
4.3.1.6		900mm dia	m	15		
4	SABS 1200 LE	MANHOLES AND CATCHPITS Supply and install complete the following standard manholes or catchpits for pipe diamters less than or equal to 900mm:				
4.4.1	8.2.8	Depressed Inlets up to 1,5m Deep as per drawing No. SD405 including concrete covers as detailed				
4.4.1.1			No.	12		
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
4.5	SABS 1200 LE	HEADWALLS (drw....SD 006)				
4.5.1		Construct headwalls for the following pipe sizes:				
4.5.1.1		300 to 600mm dia.	No.	1		
4.5.1.2		600 to 900mm dia.	No.	1		
4.7	SABS 1200 MK	KERBING AND CHANNELLING				
4.7.1	8.2.7	Trimming of excavations for concrete-lined open drains	m ²	3 000		
4.7.2	8,2,8	Concrete lining for open drains 25Mpa concrete	m ³	240		
4.7.3		Formwork to cast in situ concrete lining to sides for internal face only for open drains	m ²	160		
4.7.4	8.2.12	Welded fabric steel reinforcement	m ²	3 000		
4.7.5	8.2.1	Provide 250mm x 125mm cast-in-situ Class 25MPa edge beam	m	1 900		
SECTION 4 TOTAL CARRIED TO SUMMARY						

ITEM No	PAYMENT REFERS	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
5		SECTION 5 : SUBSOIL DRAINS				
5.1	SABS 1200 DB	TRENCHES Excavate in all materials for trenches, backfill compact and dispose of surplus material within the freehaul distance of 1 km, for the following trench depths: For pipes up to 150mm dia				
5.1.1	8.3.2 (a)	Depth from 0m to 1.0m	m	20		
5.1.1.1		Depth from 1.0m to 2.0m	m	5		
5.1.1.2						
5.1.2	8.2.2 b	Extra-over Item 6.1.1 for hard rock excavation	m ³	10		
	SABS 1200 LB	BEDDING				
5.2.1	SABS 1200 DK	Supply & lay filter fabric lining to subsoil drains:				
5.2.1.1	8.2.4	Geotextile bidim (u14 or similar)	m ²	10		
5.2.2		Provision of bedding from commercial sources				
5.2.2.1		19mm crushed stone used as selected granular material	m ³	10		
5.2.2.3		Filter sand used as selected fill blanket	m ³	30		
6.3	SABS 1200 LD	PIPES				
5.3.1	8.2.1	Supply, lay and joint uPVC Class 9 pipes, complete with coupling (excluding testing)				
5.3.1.1		110mm internal diameter perforated or slotted	m	10		
5.3.1.2		160mm internal diameter perforated or slotted	m	2		
SECTION 5 TOTAL CARRIED TO SUMMARY						

ITEM No	PAYMENT REFERS	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
6	SABS 1200 MM	SECTION 6: ANCILLARY ROADWORKS				
6		SECTION 6 : ANCILLARY ROADWORKS				
6.1		<u>Permanent Traffic Signs</u>				
6.1.1		(a)Chromadek 1,4 m thick of area over 0 m ² and up to 2m ²	No	12		
6.1.2		<u>Sign Supports</u> Single treated timber 100 to 125 m dia minimum height 2,5 m including excavation and installation on the ground.	No.	12		
SECTION 6 TOTAL CARRIED TO SUMMARY						

SUMMARY		
N2 TO THANDUKUKHANYA TARRED ROAD		
ITEM	DESCRIPTION	AMOUNT
1	PRELIMINARY & GENERAL	
2	ROADWORKS	
4	STORMWATER DRAINAGE	
5	SUBSOIL DRAINS	
6	ANCILLARY ROADWORKS	
7	SUB TOTAL 1	
8	ADD CONTIGENCY (10% OF SUB-TOTAL 1)	
9	SUB TOTAL 2 (Item 8 + Item 9 above)	
10	VAT (15%) (15% of item 9)	
11	TOTAL PROJECT COST CARRIED TO FORM OF OFFER (Item 10 + Item 11)	

SIGNATURE OF TENDERER.....

ON BEHALF OF.....

PART C3: SCOPE OF WORK**CONTRACT N° 589/05/21****N2 TO THANDUKUKHANYA TARRED ROAD IN WARD 07****PART C3 SCOPE OF WORKS**

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STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the SABS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employer's Objectives

uPhongolo Municipality is one of the five Local Municipalities located within the Zululand District Municipality in southern KwaZulu Natal. Thandukukhanya is a rural village within Pongola's ward 7. The purpose of the road is to save as an access from the National Road N2 to the Thandukukhanya and Mkhwakhweni Villages. The road route is a loop with the N2 toll route. The Village is fast growing, and the gravel access roads are failing to cope with the increased traffic loads. Part of the road was initially paved but have since eroded.

2115 households will be serviced by the proposed road and based on a household size of 4 persons per household, 8463 persons will benefit directly on completion of the project.

Thandukukhanya road shall be constructed to asphalt blacktop surface finish. The population of the village town is approximately 8463 people. The current road is a deteriorated gravel road to such an extent that they are no longer useable for traffic.

The lengths of the road is 1860m, located within the coordinates below:

Start 27°20'0.14"S 31°27'32.80"E

End 27°19'46.12"S 31°27'13.44"E

C3.1.2 Scope of the Works

The overall project seeks to provide an asphalt blacktop surfaced road of total length 1868km, 5.5m wide, Stormwater drainage facilities and associated kerbing. The roads are to be constructed in accordance with SABS standards and will have a pavement consisting of the following layers & features:

1. 150mm Thick upper selected layer- imported natural or insitu gravel from other excavations compacted to 95% MOD ASSHTO density
2. 150mm Thick subbase- Stabilized natural gravel compacted to 95%. Min UCS=1000
3. 150mm thick base G2 gravel compacted to 98% MOD AASHTO density
4. 40mm AC Medium Mix compacted to 96% Marshal Density
5. Precast semi-vertical kerbing SABS 927 Fig 7
6. Cast in-situ concrete block support at joints (class 15/19 concrete) to support kerbing.
7. 9No. X 600mm diameter concrete pipe culverts with head walls
8. 9No. catch pits
9. Total length of Storm-water pipes = 156 meters
10. Construction of gabions or reno mattress
11. Installation of 4 road signs and testing of material and workmanship.
12. The roads will be constructed to a minimum cross-fall of 2.5%
13. Construction of 13No. Type B3 Accesses

The above description of the Works is merely and overview and shall not limit the work to be carried out by the Contractor under this Contract. Approximate quantities of each type of work or function are given in the Bill of Quantities under Part C2.2 of this document.

C3.1.3 Location of the Works

The project is situated in uPhongolo Municipal Area. The general location of the project is indicated on Part C4 Site Information.

The site inspection assembly point will be at uPhongolo Municipality Boardroom.

C3.1.4 Temporary Works

Temporary works under this project will specifically include inter alia;

- Construction of temporary by-passes to deal with traffic during construction.
- Provision of trench coverings for minor tracts and residential accesses.
- Traffic control during construction operations.
- Barricading and sign-posting for the duration of the contract.

C3.1.5 Available facilities

The Contractor shall make his own arrangements with the necessary authorities for the supply of electricity, telephones, and potable water for drinking.

C3.1.6 Locality Map

The Contractor shall make his own arrangements with the necessary authorities for the supply of electricity, telephones, and potable water for drinking

C3.1.7 As-built Data

The Contractor shall provide the Engineer with –

- a) A list of surveyed coordinates of services constructed or modified during the course of the contract
- b) A list of surveyed inverts and cover levels and co-ordinates of all catchpits and manholes constructed or modified during the course of the contract
- c) As built records of all materials testing results

The completion certificate shall not be issued until the above information has been forwarded to the Engineer.

C3.1.8 Geotechnical Information

The Geotechnical information from the investigations carried out is included in at the back of this document. The contractor is to familiarize himself with the Geotechnical report attached regarding the soil condition to be expected on site.

The provision of the Geotechnical report shall not be regarded as in any way detracting from the contractors' responsibilities in terms of the General Conditions of Contract and the Specifications.

The contractor will be held to have satisfied himself as the sub-surface conditions to be expected and to have allowed accordingly in his tendered rates.

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 and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as-built drawings.

C3.2.2 Employer's Design

The Project Objectives are as follows:

- To upgrade the rudimentary midblock roads to a high standard surfaced collector roads.
- To provide the local community with a safe and secure, all weather road access.
- To create local employment opportunities during the implementation, operation and maintenance phases of the project.

C3.2.3 Contractor's Design

Not applicable

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 Engineer. The Engineer 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 located, exposed, installed, removed or relocated during the Contract.

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

The Drawings prepared by the Employer for the permanent Works are listed and bound at the end of this section. All drawings are issued for tender purposes only and the Employer reserves the right to issue amended and/or additional drawings during the Contract.

The drawings used for setting up the BOQ (contained in Volume 2-Reduced to A2) are as listed below:

The following drawings are applicable to the contract:

<u>Drawing Number</u>	<u>Drawing Description</u>
BII142/09/01	Road Layout Long Section 0-1020
BII142/09/02	Long Section 1020-1860
BII142/09/03	Standard Details
SD006	Headwalls Details

C3.3 PROCUREMENT

C3.3.1 Preferential Procurement

C3.3.1.1 Requirements:

Preferential procurement shall be in accordance with the uPhongolo Municipality's Preferential Procurement Policy, included under Section T1.2 of this document.

The contract amount will be not exceed R50, 000,000 and this **Tender will be adjudicated on the 80/20 Preference Point System.**

C3.4 CONSTRUCTION

C3.4.1 Works Specification

C3.4.1.1 Applicable SABS 1200 Standardized Specifications: The following SABS 1200 Standardized Specifications for civil engineering construction are applicable:

SABS 1200 A	: General
SABS 1200 C	: Site Clearance
SABS 1200 D	: Earthworks
SABS 1200 DB	: Earthworks (Pipe Trenches)
SABS 1200 DK	: Gabions and Pitching
SABS 1200 DM	: Earthworks (Roads, Subgrade)
SABS 1200 L	- Medium Pressure Pipeline
SABS 1200 LB	- Bedding (Pipes)
SABS 1200 LC	- Cable Ducts
SABS 1200 LD	- Sewers
SABS 1200 LE	- Stormwater Drainage
SABS 1200 M	- Roads (General)
SABS 1200 ME	- Subbase
SABS 1200 MF	- Base
SABS 1200 MJ	- Segmented Paving
SABS 1200 MK	- Kerbing and Channeling
SABS 1200 MM	- Ancillary Roadwork
SABS 1200 MH	- Asphalt Base and Surfacing

The Contractor must obtain his own copies of the latest edition of the above-mentioned standardized specifications.

C3.4.1.2 Variations and Additions to the SABS 1200 Standardized Specifications:

Variations and additions to the following SABS 1200 Standardized Specifications listed in C3.4.1 are given in **Section C3.4.6.**

C3.4.2 Site Establishment

C3.4.2.1 Services and facilities provided by the Employer:

(a) Area for contractor's site establishment

An area shall be allocated to the Contractor in communication with the uPhongolo Municipality.

The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him shall be subject to the prior written approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilizing any area other than that made available to him, and which costs exceed those costs allowed for by the Contractor in his Tender.

(a) Water Sources

Reticulated potable water supplies are available to the Site. The responsible water supply authority in the area of the Site is the Sisonke District Municipality.

Should the Contractor, in complying with his obligations in terms of sub-clause C3.4.2.2(b): Water, wish to utilize such water supply, he shall himself be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible water supply authority, the Contractor shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of sub-clause C3.4.2.2(b), be deemed to be included in the sums tendered by the Contractor for the various Preliminary and General items listed in the Bill of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Bill of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

(c) Electricity supply

Reticulated electrical power supply is available in the vicinity of the Site.

(d) Excrement disposal

No water-borne sewage or other off-site excrement disposal systems are available in the vicinity of the Site.

C3.4.2.2 Facilities provided by the Contractor**(a) Facilities for the Engineer**

No facilities will be required for the Engineer.

(b) Water

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilized for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment and consumption of water which will be deemed to be included in the Contractor's tendered rates.

(c) Electricity

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

(d) Excrement Disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of

the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this sub-clause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General Items.

C3.4.2.3 Site Usage:

The Contractor is required to make full provision for all his own requirements and that of his staff and employees according to the relevant legislation and regulations applicable to the area in which he sites his facilities. Sleeping accommodation will not be allowed on the Site of the Work except upon explicit approval of the uPhongolo Municipality.

To avoid any misunderstanding or unnecessary conflict with the local community in respect of the accommodation of workers, the Contractor is required to consult with the uPhongolo Municipality in this regard at the commencement of the Contract.

The provision of security for the Contractor's Site Establishment, for the full duration of the contract, shall be his own responsibility and no claims for additional security measures taken during the Contract will be considered other than as provided for in the Conditions of Contract.

C3.4.2.4 Permits and Wayleave:

The Employer shall be responsible to obtain all the wayleaves required for this Contract.

C3.4.2.5 Features requiring Special Attention:

(a) Site Maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

On completion of the Works, the Contractor shall remove all temporary offices, sheds, fences etc. and shall reinstate the camp site to the satisfaction of the Engineer.

(b) Subcontractors

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

(c) Access to Properties

The Contractor shall organize the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 5.4 of the General Conditions of Contract

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

(d) Protection of Excavations

Unless otherwise permitted in writing by the Engineer, all excavations are to be protected by means of fencing or other appropriate means including watchmen if necessary as the Works are within a residential area.

No excavations may be left open over weekends and Public Holidays unless properly protected. The cost of backfilling any excavations and the re-opening thereof, to comply with this requirement shall be for the Contractor's account.

(e) Employment of Developing Contractors

Whilst no restrictions are placed on the reservation of specific work for Local "Developing Contractors", it is recommended that appropriate portions of the Works be "contracted out" to such individuals and contractors, who are resident in the project area. The Tenderer will be responsible for all contractual requirements.

(f) Employment of Local Labour

It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Contractor shall limit the utilization on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract. All unskilled labour MUST be obtained from the area in which the Works are being undertaken.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Tenderer. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld. The local labour rate has been determined at R120.00 per day per labourer or R120.00 per task. The task for excavation by hand has been agreed at 2, 4 m³/day (e.g. 0, 76 m x 1, 0 m x 3, 15 m).

(g) Monthly Statements and Payment Certificates

The statement to be submitted by the Contractor in terms of Clause 49 of the General Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the

Engineer five (5) sets of paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting such adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Sub-clause 49.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(h) Construction in Restricted Areas

Working spaces will sometimes be restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment, nor any claim for payment due to these difficulties will be considered.

(i) Notices, Signs, Barricades and Advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

(j) Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced staff, equipment and transport to ensure adequate supervision and positive control of the Works at all times. The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

(k) Spoil Material

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Engineer.

(l) Finishing, Testing, Tidying and Period of Maintenance

In view of the intense concentration of construction activities likely to be experienced during the Contract period, progressive and systematic finishing and tidying will form an essential part of this Contract. On no account, must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the

area(s) concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

Finishing, testing and tidying must not be deferred to the end of the Contract. The Contractor will be entitled, subject to reaching prior agreement with the Engineer, to request that work in specific areas be inspected and certified as complete, prior to certification of completion of the whole of the works included in the Contract, in accordance with the provisions of Sub-clause 51.2 of the General Conditions of Contract, provided always that the works in any such specific area will not be certified as complete, until the whole of the works within the specific area concerned, including all finishing, testing and tidying, has been fully completed to the satisfaction of the Engineer.

All finishing, testing and tidying shall be carried out to the best advantage of the project as a whole.

(m) Courtesy

In all dealings with the public the Contractor shall bear in mind their right to enjoy the use of the roads and services and access to their properties and that the Employer desires to interfere as little as possible with these rights.

At all points of contact with the public the Contractor and his staff are requested to handle discussions and disputes with deliberate courtesy and understanding.

The Ward Councillor shall be contacted prior to commencement of any works and the Contractor is obliged to work with the appointed representatives of the local community in all matters relating to the employment of local labour and related issues.

(n) The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993) (COID Act)

Contractors are required to register as employers in terms of the COID Act and must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.

In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

(o) The Labour Relations Act (Act 66 of 1995) (LR ACT)

Contractors are required to register as employers in terms of the LR Act.

Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

(p) The Basic Conditions of Employment Act (Act 3 of 1983) (BCE ACT)

Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

(q) The Income Tax Act (Act 58 of 1962)

Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

(r) The Value-Added Tax Act (Act 89 of 1991)

Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed the limit as determined by the SARS from time-to-time, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

It is recorded that the Employer in this contract is registered as a VAT vendor.

(s) The Engineering Profession Act of South Africa (Act 114 of 1990)

Where work undertaken in connection with this contract falls within the meaning of "kinds of work reserved for professional engineers" as fully set out in of the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.

The Tenderer shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Tenderer shall submit at the time of tendering the name(s), qualifications and address (es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

(t) Compliance with Legislation

Contractors will be deemed by virtue of submitting a tender to have undertaken to comply fully for all purposes under this contract with all current legislation and related regulations. The above Acts as amended from time to time, are listed for the attention and convenience of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract including the defects liability period the cost of so doing being expressly included in the contract sum.

(u) Non-Compliance with Legislation

The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.

If at any time during this contract, including the defects liability period, the Employer and/or the Engineer and/or the Engineer's Representative discover any such contravention, then the Employer shall have the right without prejudice to terminate this contract forthwith, take possession of the works and declare any monies due or which may become due to the Contractor as forfeited by the Contractor, notwithstanding any other clause to the contrary.

C3.4.2.6 Delays Due To Rain

No extensions of the time for completion shall be granted on the grounds of normal rainfall conditions, but extension of time in terms of clause 5.12.2.2 of the General Conditions of Contract on the grounds of abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof, according to the following formula. It shall be calculated as follows for the time for completion, including any extension thereof:

$$V = \frac{(Nw - Nn) + \frac{(Rw - Rn)}{X}}{X}$$

- V = Extension of time for calendar days of the calendar month concerned.
 If the value of V is negative and the absolute value thereof is greater Nn,
 V is taken as negative Nn.
- Nw = Actual number of days during calendar month on which a rainfall of Y mm or more is recorded
- Nn = Average number of days in the calendar month concerned on which a rainfall of Y mm or more is recorded in terms of existing rainfall data.
- Rw = Actual rainfall for the calendar month concerned in mm
- Rn = Average rainfall for the calendar month in mm deducted from existing rainfall data

For the purpose of the contract Nn, Rn, X and Y shall have the values as stipulated below.

The total extension of time is the algebraic sum of the monthly totals for the period concerned, extensions of time for the parts of a month shall be calculated by using pro rata values of Nn and Rn. If the algebraic sum of the monthly totals is negative, no reduction of time for completion as a result of rainfall shall be applicable. Extension of time for part of a month shall be calculated using pro rata values of Nn and Rn.

This formula does not take any delays as a result of flood damage, which may cause further or simultaneous delays, into consideration and flood damage shall be treated separately for purposes of extension of time for completion.

The factor (Nw-Nn) is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds Y mm. The factor (Rw-Rn)/X is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed Y mm, but on which wet conditions will hamper or disrupt work.

The contractor shall keep daily rainfall records and submit it to the Employer's Representative at every site meeting. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs including taking all necessary precautions to ensure that rain gauge cannot be interfered with by unauthorized persons, must be included in the scheduled items.

A delay caused by inclement weather conditions will be regarded as a delay only of, in the opinion of the engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extensions of time, where "n" equals days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days as mentioned in the project specifications.

Rainfall Station Name : Pongola – Mun
 Average annual rainfall : 710mm (1961-1985)

Average number of days per year with rainfall exceeding

Y = 10mm
 X = 20mm

Month	Rn (mm)	Nn (Days)
January	121	*2.2 (4.2)
February	94	3.1
March	103	3.6
April	44	1.4
May	23	0.8
June	11	0.4
July	11	0.3
August	14	0.5

September	37	1.2
October	65	2.1
November	83	2.9
December	104	*2.3 (3.3)
Total	710	22

*The number of working days lost allows for the annual statutory construction industry holiday from 16 December 2021 to 06 January 2022.

C3.4.3 Variations and Additions to SABS 1200 Standardized Specifications and Particular Specifications

CONTENTS

PSA	General
PSAB	Engineer's Office.....
PSC	Site Clearance
PSD	Earthworks
PSDB	Earthworks (Pipe Trenches)
PSDM:	EARTHWORKS (ROADS, SUBGRADE).....
PSGA:	CONCRETE (SMALL WORKS)
PSL:	MEDIUM PRESSURE PIPELINES
PSLB:	BEDDING (PIPES).....
PSLD	SEWERS
PSLE:	STORMWATER DRAINAGE
PSME	SUBBASE
PSMF:	BASE
PSMJ:	SEGMENTED PAVING
PSMK	KERBING AND CHANNELLING
PSMM:	ANCILLARY ROADWORKS
PSMH	<u>ASPHALT BASE AND SURFACE</u>

The following variations and additions to the SABS 1200 Standardized Specifications referred to above apply to this Contract. The prefix **PS** indicates an amendment to SABS 1200. The letters

and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SABS 1200 to which the variation or addition thereto applies.

C3.4.3.1 PSA: GENERAL

PSA 1: SCOPE

Replace the contents of sub-clause 1.1, including the notes, with the following:

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil engineering construction and building works contracts, as well as the requirements for the Contractor's establishment on the Site."

PSA 2: INTERPRETATIONS

PSA 2.3 Definitions

In the opening phrase between the words "specification" and "the following", insert the words "the definitions given in the Conditions of Contract and".

(a) General

Add the following definitions:

"General Conditions' and 'Conditions of Contract': The General Conditions of Contract specified for use with this Contract, together with the Contract Data

'Specified': As specified in the Standardized Specifications, the Drawings or the Project Specifications. 'Specifications' shall have the corresponding meaning."

(c) Measurement and payment

Replace the definitions for "Fixed charge", "Time-related charge" and "Value-related charge" with the following:

" 'Fixed charge': A charge that is not subject to adjustment on account of variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

'Time-related charge': A charge, the amount of which varies in accordance with the Time for Completion of the Works, adjusted in accordance with the provisions of the Contract.

'Value-related charge': A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract.' "

PSA 2.4 Abbreviations**(a) Abbreviations relating to standard documents**

Add the following abbreviation: "CKS: SABS Coordinating Specification."

PSA 3: MATERIALS**PSA 3.1 Quality**

Add the following at the end of sub-clause 3.1:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SABS Specifications shall bear the SABS mark, where such a mark is available for the type of product."

Add the following sub-clause to clause 3:-

"PSA 3.3 Ordering of materials

The quantities set out in the Schedule of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the works in accordance with the specifications and the drawings issued to the Contractor for construction purposes."

PSA 4: PLANT**PSA 4.1 Silencing of Plant**

Replace the contents of sub-clause 4.1 with the following:

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended.

The Contractor shall at all times and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

PSA 4.2 Contractor's Offices, Stores and Services

Add the following paragraph before the existing first paragraph in sub-clause 4.2:

"The Contractor's buildings, sheds and other facilities erected or utilized on the Site for the purposes of the Contract shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. as may be required by the Contractor. The facilities shall always be kept in a neat and orderly condition.

No personnel may reside on the Site. Only night-watchmen may be on the Site after hours. The Contractor shall be responsible for the security of his construction camp and the construction site at his own cost. The Contractor shall make his own arrangements to house his employees."

Delete "and first-aid services" in the second paragraph of sub-clause 4.2 and add the following:

"The Contractor shall provide on the Site and in close proximity to the actual locations where the work is being executed, one toilet per 10 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, so as to ensure that easy access to the toilets is maintained.

The Contractor shall, where applicable, make all necessary arrangements and pay for the removal of night soil."

PSA 5: CONSTRUCTION

PSA 5.1 Survey

PSA 5.1.1 Setting Out of the Works

Add the following before the first sentence of sub-clause 5.1.1:

"The Contractor will be required to set out the various sections of the Works in the order that he proposes to undertake the work as per his programme, at least one week prior to commencing work on these sections, to enable the Engineer to check the design proposals in the field and thereafter to make any minor changes which he may deem necessary. Any additional survey work or setting out required as a result of these changes shall be undertaken on a daywork basis."

PSA 5.3 Protection of Existing Structures

Replace "Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)" with "Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended," and insert the following after "(Act No. 27 of 1956)": "as amended".

PSA 5.7 Safety

Replace the contents of sub-clause 5.7 with the following:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations thereunder, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- (b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- (c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
- (d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;
- (e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site of and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of Clause 39 of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 43.1 should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of Clause 55.1.5 and for the Employer to cancel the Contract in accordance with the further provisions of the said."

Add the following sub-clause to clause 5: -

"PSA 5.9 Site Meetings

The Contractor or his authorized agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case, whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the site.

PSA 8 MEASUREMENT AND PAYMENT**PSA 8.1 MEASUREMENT****PSA 8.1.1 Method of Measurement, All Sections of the Schedule**

Delete the words "and South West Africa".

PSA 8.1.2 Preliminary and General item or Section**PSA 8.1.2.1 Contents**

Replace the last sentence of sub-clause 8.1.2.1(b) with the following:

"Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractor's preliminary and general costs."

PSA 8.1.2.2 Tendered sums

Replace the contents of this sub-clause with the following:

"Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification, including insurances and special risks insurance (SASRIA);
- head-office and site overheads and supervision;
- profit and financing costs;
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work;
- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition;
- dealing with water, and
- providing the facilities for the Engineer and his staff as specified in the Contract and their removal from the site on completion of the Contract."

PSA 8.2 PAYMENT**PSA 8.2.1 Fixed-Charge and Value-Related Items**

Replace the contents of sub-clause 8.2.1 with the following:

PSA 8.2.1.1 Fixed-charge items

"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

- (a) EIGHTY PER CENT (80%) of the sum tendered will be paid when the facilities have been provided and approved;

- (b) The remaining TWENTY PER CENT (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Engineer.

No adjustment will be made to the sum tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender.

PSA 8.2.1.2 Value-related items

Payment for the sum tendered under item 8.3.2 will be made in three separate installments as follows:

- (a) The first installment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Contract Data, and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.
- (b) The second installment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second installment, exceeds 50% of the tender sum.
- (c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Contract Data.

Should the value of the measured work finally completed be more or less than the tender sum, the sum tendered under item 8.3.2 will be adjusted up or down in accordance with the provisions of Clause 50 of the Conditions of Contract, and this adjustment will be applied to the third installment."

PSA 8.2.2 Time-related items

Replace the contents of sub-clause 8.2.2 with the following:

"Subject to the provisions of sub-clauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, ***provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the Works as a whole.***"

PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

Replace the contents of sub-clause 8.3 with the following:

"PSA 8.3.1 Fixed preliminary and general charges Unit: Sum

The sums tendered shall include full compensation for all fixed-charge preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in sub-clause PSA 8.2.1.1.

PSA 8.3.2 Value-related preliminary and general charges Unit: Sum

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in sub-clause PSA 8.2.1.2."

PSA 8.3.3 Other Fixed-charge Obligations Unit: Sum

Add the following to sub-clause 8.3.3:

"The sum tendered shall include for the provision of all co-ordinate values and levels necessary to enable accurate 'as-built' drawings to be compiled for completion of the works."

PSA 8.4 SCHEDULED TIME-RELATED ITEMS

Replace the contents of sub-clause 8.4 with the following:

"PSA 8.4.1 Time-related preliminary and general charges ... Unit: sum

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in sub-clause PSA 8.2.2."

PSA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER

Replace the contents of sub-clause 8.5 with the following:

"PSA 8.5.1 Works executed by the ContractorUnit: Prov Sum

The Contractor will be reimbursed in substitution of the Provisional Sums (if any) allowed in the Schedule of Quantities for work to be executed by the Contractor, in the amounts determined in accordance with the provisions of Clause 45 of the Conditions of Contract.

PSA 8.5.2 Works executed by Nominated Subcontractors

(a) Work to be executed by a Nominated Subcontractor Unit: Prov Sum

(b) Overheads, charges and profit on item (a) above Unit: % or sum

Sub-items (a) and (b) will be provided in the Schedule of Quantities for each different Nominated Subcontract included in the Contract.

The Contractor shall be reimbursed under sub-item (a), in substitution of the respective Provisional Sums (if any) allowed in the Schedule of Quantities, the amounts actually paid or payable by the Contractor to the respective Nominated Subcontractors, in accordance with the provisions of Clause 45 of the Conditions of Contract.

The Contractor shall be paid under sub-item (b), either:

(a) where the unit of measurement for sub-item (b) was specified as being a percentage, the respective percentage, as stated by the Contractor in its tender, of the amount certified by the Engineer for payment under the related sub-item (a), all in accordance with the provisions of Clause 45.1.2.1.1 of the Conditions of Contract, or

- (b) where the unit of measurement for sub-item (b) was specified as being a lump sum, an amount which is in the same proportion to the amount certified for payment under sub-item (a) and the tendered lump sum is to the amount of the Provisional Sum stated under sub-item (a) in accordance with the provisions of Clause 45.1.2.1.2,

provided always that where the Contractor has failed for any reason to insert a percentage or sum (as applicable) for sub-item (b) in its tender, or where no provision was made in the tender documents for Tenderers to make any such entry, the Contractor will be paid an amount equal to SEVEN AND ONE HALF PER CENT (7, 5%) of the amount actually certified by the Engineer for payment under sub-item (a).

The percentage or sum (as applicable) paid under sub-item (b) as aforesaid, shall be deemed to include for full and final compensation to the Contractor for all costs as may be incurred and all charges and profits associated with the engagement, supervision, administration and management of the Nominated Subcontractor required of him in fulfilling its obligations under the Contract as the Principal Contractor."

PSA 8.6 PRIME COST ITEMS

Replace sub-clause 8.6 with the following:

"PSA 8.6 PRIME COST SUMS

(a) Description of item to which Prime Cost Sum applies Unit: PC Sum

(b) Charge required by Contractor on sub-item (a) above Unit: %

Sub-items (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under sub-item(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under sub-item (b), the respective percentage, as stated by the Contractor in his tender, of the amount certified by the Engineer for payment under the related sub-item (a). The percentages tendered by the Contractor for each respective sub-item (b) included in the Schedule of Quantities shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related sub-item (a).

If the Contractor shall have omitted within his tender to insert a tendered percentage under sub-item (b), or tendered a zero percentage, the Contractor's tendered rate for sub-item (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under sub-item (b).

Note in connection with additional tests required by the Engineer:

When a PC sum is included in the Schedule of Quantities for additional tests required by the Engineer, the Contractor shall be responsible for both the cost of normal testing as described in C3.4.2.5 (b) of the Project Specifications and for the cost of any additional test that indicates that the specifications have not been complied with."

PSA 8.7 DAYWORK

"Measurement and payment shall be in accordance with the provisions of Clause 37.2 of the General Conditions of Contract."

PSA 8.8 TEMPORARY WORKS

PSA 8.8.2 Dealing with Traffic (or accommodation of traffic) Unit: sum

Add the following to sub-clause 8.8.2

"This item shall include for the supply, erection and maintenance of all temporary road signs, delineators, flagmen, removal of existing road markings and road studs and placement of temporary road markings and road studs that may be required, in terms of the South African Road Traffic Signs Manual, for any and all interfaces with public roads. All road signs and delineators shall be new."

Add the following item:

PSA 8.9 COMPLIANCE WITH OHS ACT AND REGULATIONS (INCLUDING THE CONSTRUCTION REGULATIONS 2003) Unit: Sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2003) at all times for the full duration of the Contract. The successful Tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance."

PSA 8.10 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT PLAN

Contractual compliance in accordance with the requirements of the Environmental Management Plan Unit: Sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the Environmental Management Plan at all times for the full duration of the Contract, as described in C4.

This sum will be paid to the Contractor in equal monthly amounts subject to receiving positive monthly EMP Audits"

C3.4.3.2 PSC: SITE CLEARANCE

PSC 3: MATERIALS

PSC 3.1 Disposal of Material

Add the following:

"The Contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance. The dumping site shall meet with the approval of the Local Authority within whose area it falls, and the spoiling shall comply with all the statutory and municipal regulations."

PSC 5: CONSTRUCTION

PSC 5.1 Clearing Routes

Add the following:

"Pipeline routes shall be cleared to a distance of 1, 0 m on both sides of the pipeline centre line."

PSC 5.2 Cutting of Trees**PSC 5.2.1 Individual Trees**

Replace the last sentence with the following:

"An amount of R500.00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

PSC 5.5 Re-clearing of Vegetation**PSC 5.5.1 Re-clearing**

Add the following:

"When areas have to be re-cleared on the written instructions of the Engineer, such re-clearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."

PSC 8 MEASUREMENT AND PAYMENT**PSC 8.1 Basic Principles**

Add the following to sub-clause 8.1:

"No separate payment will be made for clearing, grubbing or topsoil removal along pipeline routes. The Contractor is to excavate trenches in such a manner that the top 100 mm of material is kept separate from other excavated material, for replacement on completion of backfill operations. All costs related to excavating this vegetation and topsoil, and separate stockpiling shall be included in rates tendered for trench excavation."

PSC 8.2 Payment

Replace the first line with the following:

"The area designated by the Engineer to be cleared and grubbed will be measured in square metre to the nearest square metre or,"

Add the following items in sub-clause 8.2:

"PSC 8.2.11 Take down and re-erect existing fences.....Unit: m

The rate shall cover the cost of taking down the fences, coiling wire, sorting, stacking and guarding all materials, the cost of loading, transporting and off-loading such materials, the cost of re-erecting the fence in its original position using the dismantled material, the cost of temporary bracing of the fencing sections not taken down and the cost of appurtenant materials that may be required to restore the fence to its original condition before dismantling."

C3.4.3.3 PSDB: EARTHWORKS (PIPE TRENCHES)

PSDB 3 Materials**PSDB 3.1 Classification for Excavation Purposes**

Insert the words: "(as amended)" after the words "Sub-clause 3.1 of SABS 1200 D."

PSDB 5 Construction**PSDB 5.1.3(b) Accommodation of Traffic and Accesses to Properties.**

Add the following:

"Property owners and other specific road users shall be notified at least 48 hours (two days) prior to the temporary closure of access to properties due to construction activities by the Contractor. Where possible, the Contractor shall provide vehicular access to properties after working hours."

PSDB 5.2 Minimum Base Widths

The minimum base width for trenches shall be the outside pipe diameter plus 300mm on each side, unless otherwise specified or directed by the Engineer.

PSDB 5.6.3 Disposal of Soft Excavation Material

Replace the contents of this sub-clause with the following:

"Excavation material from the trench that has become surplus as a result of bulking, displacement by the pipe and the importation of bedding and fill or any other reason, shall be used as fill if suitable or shall be disposed of at a designated area as directed by the Engineer."

PSBD 8: Measurement and Payment**PSDB 8.2 Measurement of Quantities**

Add the following sub-clause:

"PSDB 8.2.5 Any additional working space outside the specified trench widths, other than specific measured items, required by the Contractor to undertake any particular operation (pipe laying, jointing, welding, etc.) shall be undertaken at his own cost and not considered for measurement and/or payment.

C3.4.3.4 PSLB: BEDDING (PIPES)**PSLB 3: Materials****PSLB 3.1 Selected Granular Material**

Replace the contents of this sub-clause with the following:

"Selected granular material shall have PI not exceeding 15 and shall be free from sharp-edged particles exceeding 13mm. Samples of the proposed material/s for use as bedding and initial backfill are to be submitted to the Engineer for evaluation and approval prior to use or importation"

PSLB 8: Measurement and Payment**PSLB 8.1 Principles**

Insert the wording:

“The following principle shall apply to all items measured under this section:-

- 1) Tendered rates for materials are to be fully inclusive of all associated costs for the ***provision, placing and compaction complete per specification*** or indicated on the drawings.
- 2) The measured volumes shall be ***calculated as the net volume per specified dimensions, or indicated on the drawings and will exclude all volumes displaced by pipelines, structures, etc.***

C3.4.3.5 PSLE: STORMWATER DRAINAGE**PS LE 3 Materials****PS LE 3.1.1 Material for Subsoil Drainage****PS LE 3.1.1.1 Pipes**

Pipes for subsoil drainage shall be uPVC pipes complying with the requirements of SABS 791, but shall be perforated or slotted. The size of perforations in perforated pipes shall in all cases be 8 mm in diameter ± 1 , 5 mm and the number of perforations per metre shall be not less than 26 for 110 mm pipes and 52 for 160 mm pipes. Perforations shall be spaced in two rows for 110 mm pipes and in three rows for 160 mm pipes.

Slotted pipes shall have a slot width of 8 mm ± 1 , 5 mm. The arrangement of slots shall be subject to the Engineer's approval, but the total slot area shall be not less than that presented for perforations. Pipes without slots or perforations required for conveying ground water from the subsoil drainage proper to the point of discharge, shall be uPVC pipes as specified above.

PS LE 3.1.1.2 Crushed-stone

Crushed-stone in subsoil drains shall be 19 mm single-sized stone complying with the grading requirements of stone for concrete in SABS 1083.

PS LE 3.1.1.3 Geotextile Blanket

The geotextile blanket around subsoil drains shall comply with the requirements of PS DK 3.1.4 in all respects.

PS LE 3.1.1.4 Sand

Sand obtained from approved commercial sources shall be clean, hard and durable and shall comply with the following grading requirements:

D15 : 0,2 mm to 0,4 mm
D85 : 1,2 mm to 4,7 mm

PSLB 8: Measurement and Payment**PSLB 8.1 Principles**

Insert the wording:

“The following principle shall apply to all items measured under this section:-

- 3) Tendered rates for materials are to be fully inclusive of all associated costs for the ***provision, placing and compaction complete per specification*** or indicated on the drawings.
- 4) The measured volumes shall be ***calculated as the net volume per specified dimensions, or indicated on the drawings and will exclude all volumes displaced by pipelines, structures, etc.***

PSDM EARTHWORKS (ROADS, SUBGRADE)**PSDM 5 CONSTRUCTION****PSDM 5.1.2 Accommodation of traffic**

The requirements of sub-clause 5.1.6 of SANS 1200D and PSD 5.1.6 shall apply regarding the control and temporary accommodation of traffic. Payment for the aforementioned will be affected in terms of PSD 8.3.12.

PSDM 5.2.2.2 Dimensions or cuts

Replace the word “subbase” throughout this sub-clause with “selected layer or gravel wearing course”.

Add after “drawings” in the second line of this sub-clause:

“which shall include for channels within the road reserve”.

PSDM 5.2.2.3 Use of material

Add after “borrow pits” in the second last line of sub-clause (a): “or commercial sources”.

PSDM 5.2.2.5 Disposal of surplus or unsuitable material

Add after “directed” in the second line of this sub-clause “(refer PSD 5.2.2.3)”.

PSDM 5.2.3.3 Treatment of roadbed

Add the following to sub-clause (a):

“The depth of compaction shall be 150mm.”

PSDM 5.2.8.1 Freehaul

The Contractor shall note that notwithstanding any provisions to the contrary, all movement of cut and fill materials within the defined boundaries of the site will be regarded as freehaul.

PSDM 5.2.8.2 Overhaul

Delete this sub-clause and replace with the following:

“Transportation of material including disposal of surplus material and gravel wearing course material shall only be regarded as overhaul over a distance greater than 2 km from site one way. “

PSDM 8 MEASUREMENT AND PAYMENT

PSDM 8.3.5 Selected layer compacted to 93% of modified AASHTO maximum density

Replace the contents of this sub-clause with the following:

“(a) Using material cut from road prism.....
Unit: m

The rate tendered shall cover the cost of excavating as if in soft material, selecting, loading, transporting, placing, watering, compacting to percentage of modified AASHTO maximum density specified, any hand operations for working in confined areas, trimming and testing the selected layer.

(b) Using material from commercial or off site sources located by the ContractorUnit: m

The rate tendered shall cover the cost of acquiring the material from commercial sources or borrow pits located by the Contractor, any excavation and selection required, loading, transporting to the point of use irrespective of distance, temporary stockpiling if necessary, placing, watering, compacting to percentage of modified AASHTO maximum density specified, any hand operations for working in confined areas, trimming and testing the selected layer.”

PSDM 8.3.11 Extra over 8.3.2, 8.3.4 or 8.3.5 for temporary stockpiling of material

Add the following:

“The temporary stockpiling of material from commercial sources or sources located by the Contractor will not be measured for payment (refer PSDM 8.3.4 (b) and PSDM 8.3.5 (b)).”

PSGA CONCRETE (SMALL WORKS)

PSGA 3 MATERIALS

“PSGA 3.8* Curing compound

Curing compound shall be white pigmented natural resin based liquid curing compound complying with ASTM C 309-74.”

PSGA 4 PLANT

PSGA 4.4.2 Finish

The finish to all exposed concrete shall be smooth and that to buried or backfilled surfaces, rough.

PSGA 5 CONSTRUCTION

PSGA 5.4.1.5 Strength concrete

Add the following:

“The Contractor shall when requesting approval of a mix design, submit the constituent proportions of the proposed mix together with the results of compressive strength tests carried out.”

PSGA 5.4.2 Batching

Notwithstanding the requirements of this sub-clause, the method of batching shall be subject to approval.

PSGA 5.4.7 Curing and protection

Add the following:

:” Should the Contractor decide to use a curing compound, the type specified in PSGA 3.8 shall be used.”

PSGA 5.4.8 Concrete surfaces

All unformed concrete surfaces shall, except where otherwise ordered, be given a wood float finish.

PSGA 7 TESTS

PSGA 7.1.2 Frequency and sampling

Notwithstanding the requirements of this sub-clause, the Contractor shall take note that he is responsible for taking an adequate number of tests to ensure that the concrete being used complies with the specification. The Engineer will only carry out such check testing as he requires.

PSGA 8 MEASUREMENT AND PAYMENT

PSGA 8.1.2 Reinforcement

Replace the contents of this clause with the following:

“The unit of measurement for steel bars shall be the ton of reinforcement in place in accordance with the drawings or as authorized by the Engineer.

The unit of measurement for welded steel fabric shall be the square metre of fabric reinforcement in place and the quantity shall be calculated from the nett area covered by the mesh, excluding laps.

Clips, ties, separators, stools and other steel used for positioning reinforcement shall not be measured unless shown on the bending schedules.

The rate tendered shall cover the cost of the supply, delivery, cutting, bending, placing and fixing of the steel reinforcement, including all tying wire, stools, supports and waste.

PSGA 8.1.3 Concrete

Delete all references to “intermediate excavation” throughout this sub-clause.

Add after “testing” in the second line of sub-clause 8.1.3.3(a) “including transport to

PSLB ... BEDDING (PIPES) (SABS 1200 LB) PSLB 2 ... Interpretations**PSLB 2.3 Definitions**

Main Fill

Delete "150 mm" in the second line and substitute "300 mm".

PSLB 3 Materials**PSLB 3.1 Selected Granular Material**

Delete the second line and substitute:

"Material with grading modulus not less than 1.2, free from lumps or stones passing a 10 mm sieve, and having a compactibility".

PSLB 3.2 Selected fill material

In the second line delete "30 mm" and substitute "20 mm".

PSLB 3.3 Bedding

Add to the sub-clause:

All pipes laid under the Contract will be considered as being flexible pipes and the bedding shall be Class C (or Class A in certain specific areas) as shown on Drawing LB-2 and as scheduled. No sharp edged stones shall be allowed to come into contact with any pipe, fitting or coupling. No additional payment will be made for filling jointing holes.

PSLB 3.4 Selection

In the third and fifth lines, delete "not".

Add to the sub-clause:

IF, IN THE OPINION OF THE ENGINEER, BEDDING MATERIAL IS AVAILABLE AND/OR CAN BE PRODUCED FROM THE EXCAVATED MATERIAL, THE CONTRACTOR SHALL, IF SO ORDERED BY THE ENGINEER, SCREEN THE EXCAVATED MATERIAL IN ORDER TO PRODUCE MATERIAL SUITABLE FOR BEDDING.

PSLB 5.1.5 TESTING AND INSPECTION

Add a new sub-clause

All joints shall be left exposed to enable the Engineer to inspect the complete joint during hydraulic testing of the pipelines.

PSLB 5.3 (b) Selected Fill Blanket

Delete "200 mm" from the title

PSLB 8 Measurement and Payment**PSLB 8.1.3 Volume of Bedding Material**

Overbreak shall not be applicable for the measurement of the bedding material and selected fill material.

Cement stabilizing of bedding, selected fill blanket and backfilling will be measured extra over to the provision of bedding and the selected fill blanket and to backfilling of the trench. Measurement will be by volume, based on the specified trench width and depth. The tendered rate shall cover all the additional costs associated with the cement stabilizing of the material.

PSLB 8.1.6 Freehaul

Delete the sub-clause and substitute:

All haul of material for bedding cradle and/or selected fill blanket obtained from trench excavations carried out on the Works under this Contract, will be regarded as freehaul.

PSLB 8.2.1 Provision of Bedding from Trench Excavation

Delete the sub-clause and substitute the following:

Without the need for screening or other treatment:

- a) Selected granular materialUnit: m³
- b) Selected fill materialUnit: m³

Including for screening and/or other treatment:

- a) Selected granular materialUnit: m³
- b) Selected fill materialUnit: m³

The rates shall cover the cost of acquiring (and screening or other treatment where applicable) from any trench excavation carried out under this contract, bedding that complies with the specification, delivering it to points alongside the trench spaced to suit the Contractor's methods of working and disposing of displaced material at the disposal area(s).

Add the following new sub-clauses

PSLB 8.2.6 Supply and place stone bedding from commercial sources Unit: m3

The tendered rate shall cover the cost of acquiring the stone regardless of distance, delivering it to points alongside the trench to suit the contractor's methods of working and placing the stone in the trench bottom.

PSLB 8.2.7 Supply and install geotextile material where ordered Unit: m2

The tendered rate

The tendered rate shall cover the cost of acquiring the geotextile material regardless of distance, delivering it to points alongside the trench to suit the contractor's methods of working and placing the geotextile material in the trench bottom. The tendered rate shall also allow for all wastage and overlaps of 200mm. The geotextile material shall have a minimum density of 150g/m2.

PSLE STORMWATER DRAINAGE

PSLE 3 MATERIALS

PSLE 3.1 PIPES AND SKEWED ENDS

Add the following to sub-clause 3.1(a)

Pipes for stormwater drainage are to be Class 100D reinforced concrete pipes spigot and socket.

Add the following to sub-clause 3.1 (d)

Skew ends of pipes in headwalls, manholes and kerb inlets may be cut on site. Cutting is to be done as neatly as possible. Any pipes damaged during the cutting or any stage of construction are to be replaced with new pipes. The cut ends are to be stopped 50mm short of the face of the brickwork and neatly finished with plaster.

PSLE 8 MEASUREMENT AND PAYMENT

PSLE 8.2.8 SUPPLY AND INSTALL MANHOLES AND CATCHPITS

Notwithstanding Payment Clause 8.2.8 the rates tendered for supply and installation shall cover all additional excavation in soft material over and above the trench excavations.

PSMJ SEGMENTED PAVING BLOCK

PMJ-3 MATERIALS

PSMJ-3.4 Herbicide and Ant Poison.

The herbicide and ant poison shall be environmentally friendly and shall be subject to the engineer's approval.

PSMJ-5.2 CONSTRUCTION

PSMJ-5.2 EDGE RESTRAINTS.

Add to the Sub-Clause

Cast in situ or prefabricated concrete edge beams or intermediate beams shall be constructed on the underlying pavement layer in accordance with the details shown on the drawings. No paving blocks shall be laid before the edge and intermediate beams have developed sufficient strength to withstand the construction forces

PSMJ-8.3 SCHEDULED ITEMS

PSMJ-8.2.1 Cast in situ concrete edge and intermediate beams metre (m)

Delete Sub-Clause and replace with:

The unit of measurement shall be the metre of concrete in edge and intermediate beams. The quantity shall be calculated from the dimensions shown on the drawings or authorized by the engineer.

The tendered rate shall include full compensation for furnishing all materials, constructing the sand bedding, laying and compacting the concrete pavement blocks, filling the joints with jointing sand, and for all other work

PSMJ.2.6 Provision of approved herbicide and ant poison:

- | | |
|---|----------------|
| (a) Provision of materials | prime cost sum |
| (b) Contractor's charges and profit added to the prime Unit cost sum. | per cent (%) |

Payment under the prime cost sum for providing ant poison and herbicide and the contractor's costs and profit in this respect shall be made in accordance with the provisions of the general conditions of contract, but, in addition, the contractor's tendered rate for costs and profit shall include full compensation for applying the chemicals as specified.

PSMH ASPHALT BASE AND SURFACE

PSMH.3 MATERIALS (CLAUSE 3)

The material standards specified in SABS 1200 MH for asphalt base and surfacing shall apply.

PSMH.6 TOLERANCES (CLAUSE 6)

PSMH.6.3.6 Smoothness (Sub-Clause 6.3.6)

In addition to the requirements of 6.3.6, the degree of accuracy for all new surfacing shall be Degree II and overlays to existing roadways and scratch coats shall be degree III.

PSMH.8 MEASUREMENT AND PAYMENT (CLAUSE 8)

Add the following:

PSMH.8.5.3 Tack coatUnit: m²

The unit of measurement shall be the square meter of tack coat applied

The rate shall include full compensation for sweeping clean the existing road surface, protecting the kerbing from tack over spray, supplying, diluting and applying tack at the specified rate, and applying tack along all joints to adjudicate material using a paint brush or similar approved tool.

C3.4.5 Particular Specifications

PLI: LABOUR-INTENSIVE SPECIFICATION

PLI 1 Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- (a) Trenches having a depth of less than 1, 5 metres
- (b) Stormwater drainage
- (c) Low-volume roads and sidewalks.

PLI 2 Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

PLI 3 Hand Excavatable Material

Hand excavatable material is material:

(a) Granular Materials:

- (i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100 mm.

(b) Cohesive Materials:

- (i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100 mm;

- Note:*
- (1) A boulder, a cobble and gravel is material with a particle size greater than 200 mm, between 60 and 200 mm.
 - (2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400 mm and drives a cone having a maximum diameter of 20 mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

Granular Materials		Cohesive Materials	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30 - 40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

PLI 4 Trench Excavation

All hand excavatable material in trenches having a depth of less than 1, 5 metres shall be excavated by hand.

PLI 5 Compaction of Backfilling to Trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100 mm. Each layer shall be compacted using hand stampers

- (a) to 90% Proctor density;
- (b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10 mm and contains no isolated boulders, or
- (c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP

PLI 6 Excavation

All h
and excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

PLI 7 Clearing and Grubbing

Grass and small bushes shall be cleared by hand.

PLI 8 Shaping

All shaping shall be undertaken by hand.

PLI 9 Loading

All loading shall be done by hand, regardless of the method of haulage.

PLI 10 Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

PLI 11 Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilized for haulage.

PLI 12 Spreading

All material shall be spread by hand.

PLI 13 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

PLI 14 Grassing

All grassing shall be undertaking by sprigging, sodding, or seeding by hand.

PLI 15 Stone Pitching and Rubble Concrete Masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Grout shall be mixed and placed by hand.

PLI 16 Manufactured Elements

Elements manufactured or designed by the contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320 kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire.

C3.5 HEALTH AND SAFETY

The **OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 of 1993) (OHS ACT)** covers inter alia "any work in connection with -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Part 10: Pro-forma's, between the Employer and the Contractor in this contract are:

1. The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
2. The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
3. The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
4. The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
5. The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.
6. The Mandatory shall before commencing or carrying out the work, inform the divisional inspector in writing of:-
 - a) the address of the premises on which such work will be carried out,
 - b) the nature of such work,

- c) the date on which it is expected that such work will be commenced, and
- d) the date on which it is expected that such work will be completed; all in terms of Clause 15c of the GAR

7. The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

C3.5.1 Health and Safety Requirements and Procedures

(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, Bill of Quantities 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 Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

(b) Project Safety Specification

It is recorded that this project will be undertaken in accordance with the guidelines and requirements included under the **Safety Specification: Construction, Health and Safety as included under Part C3.6 of this Document** and the sub-sections thereto. The contents of the specification are based on the minimum requirements as stipulated under the Occupational Health and Safety Act No 85 of 1993 (OHS) and the Construction Regulations of July 2003 (CR).

N2 TO THANDUKUKHANYA TARRED ROAD IN WARD 07

CONTRACT N° 589/05/21

PART C4: SITE INFORMATION

INDEX

PART C4: SITE INFORMATION 84

1.1 Locality Plan 84

1.2 Conditions on Site: Geotechnical Report 84

PART C4: SITE INFORMATION

Locality Plan

The site is located in Ward 07 within uPhongolo Municipality.



Conditions on Site: Geotechnical Report

Subsoil investigations have been undertaken on the site by Geotechnical specialists. No responsibility is taken by the Employer as a result of any deductions made by the bidder from observation and interpretation of the geotechnical report thereof.

N2 TO THANDUKUKHANYA TARRED ROAD IN WARD 07

CONTRACT N° 589/05/21

PART C5: DRAWINGS

INDEX

PART C5: DRAWINGS 86

PART C5: DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings are issued as a separate book of drawings.

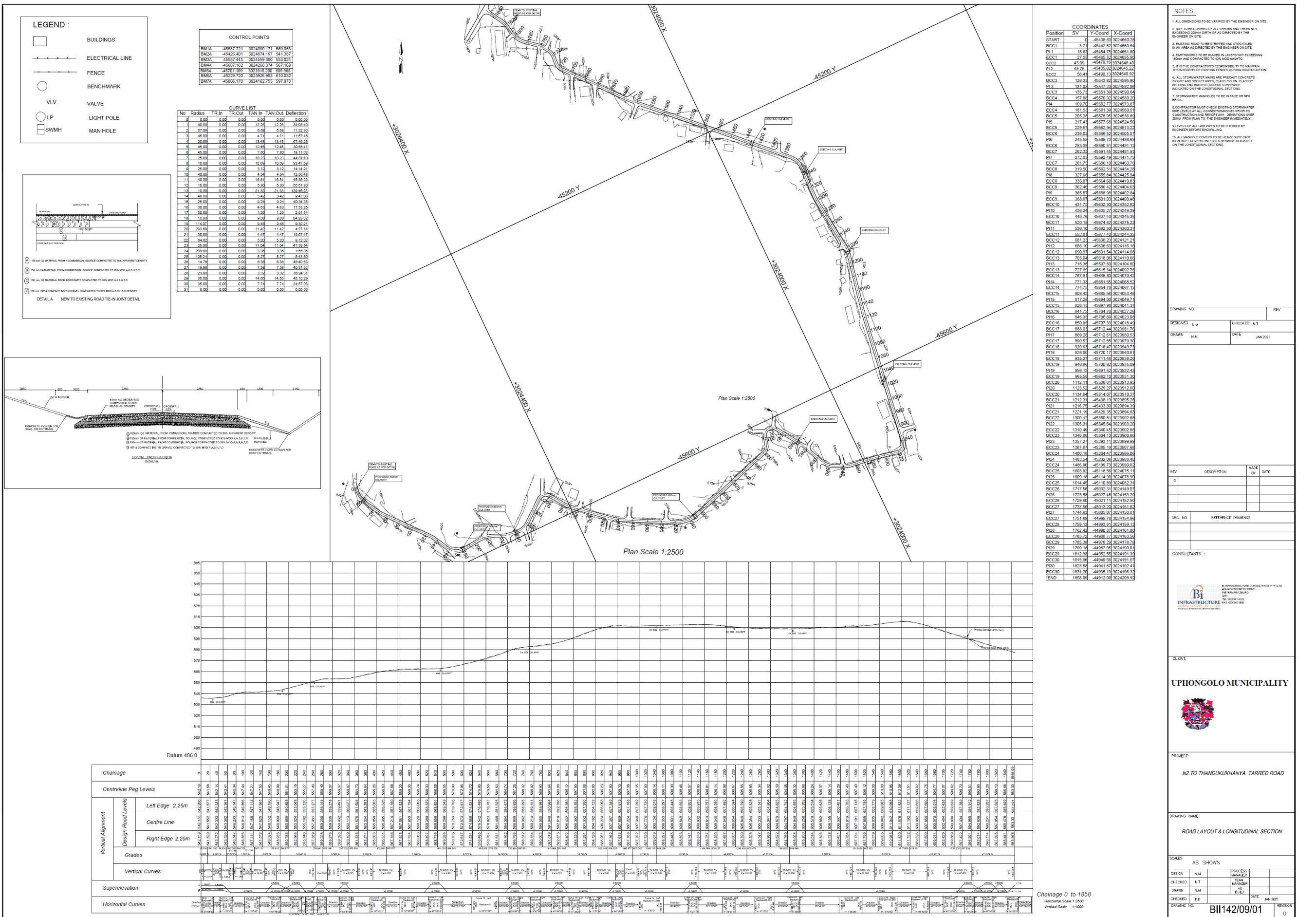
The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

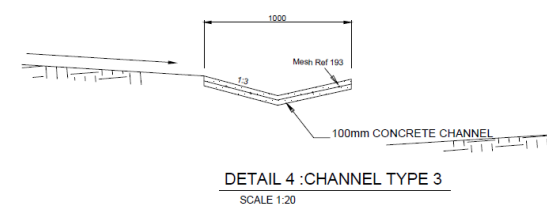
At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

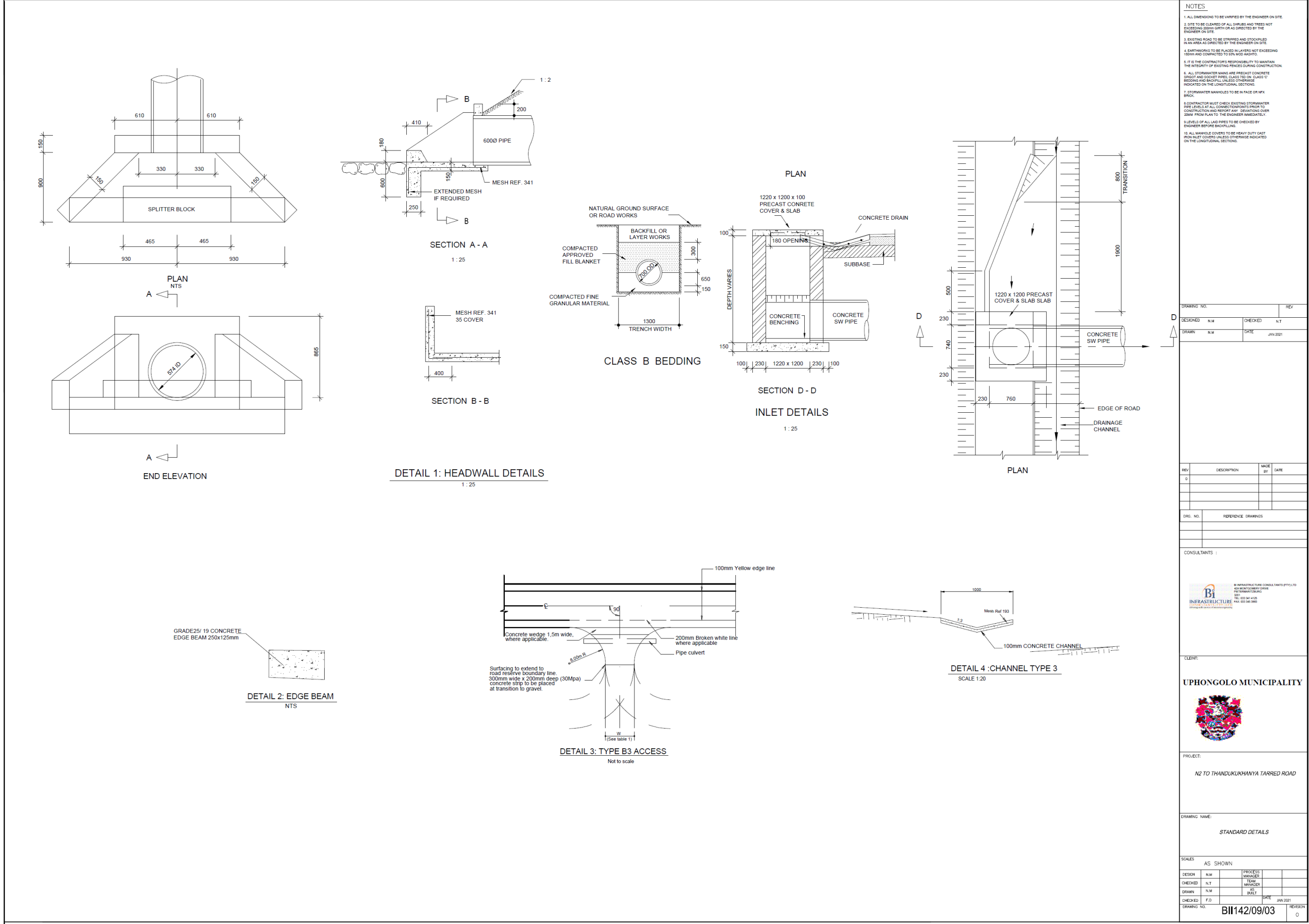
Tender drawings are issued separately and are listed hereunder:

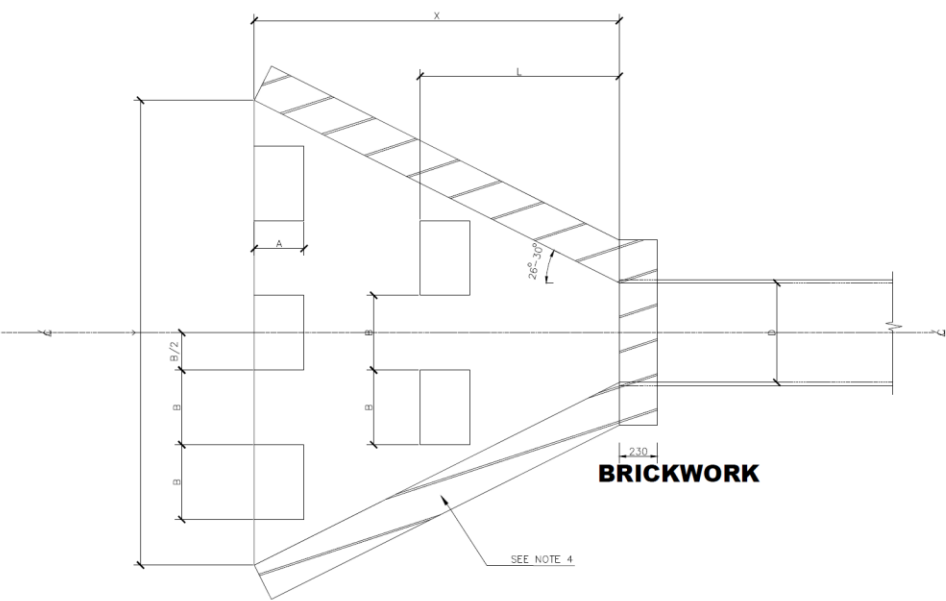
<u>Drawing Number</u>	<u>Drawing Description</u>
BII142/09/01	Road Layout Long Section 0-1020
BII142/09/02	Long Section 1020-1860
BII14/09/03	Standard Details
SD004	Kerb Inlet Details
SD006	Headwalls Details



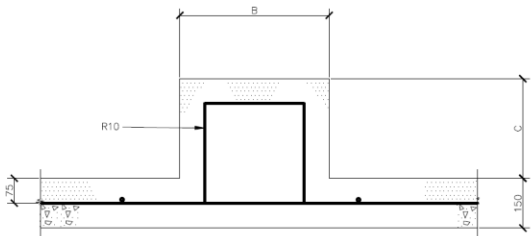


- | | | | |
|--------------------|------|-------------------------|----------|
| SCALES
AS SHOWN | | | |
| DESIGN | N.M. | PROCESS
MANAGER | |
| CHECKED | N.T. | TEAM
MANAGER | |
| DRAWN | N.M. | AS
BUILT | |
| CHECKED | F.D. | DATE | JAN 2021 |
| DRAWING NO. | | B1142/09/03
REVISION | |

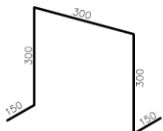




PLAN OF TYPES 'A' AND 'B' HEADWALLS

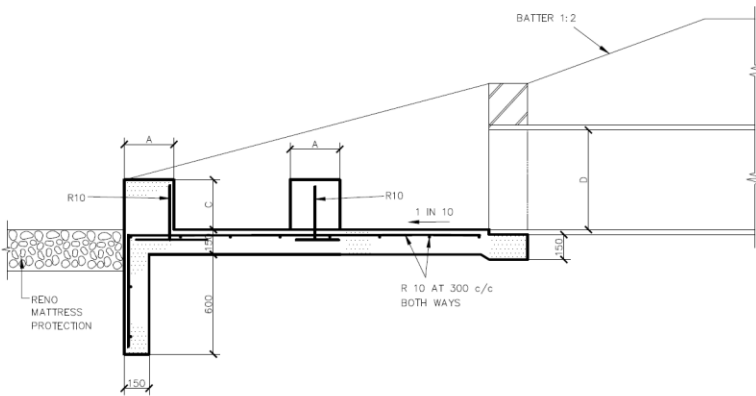


SECTION THROUGH BLOCK

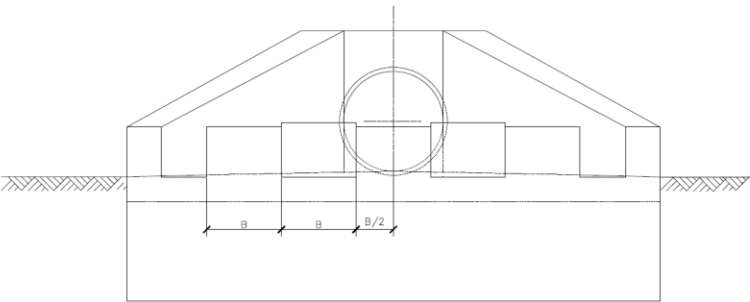


BLOCK REINFORCING (R 10)

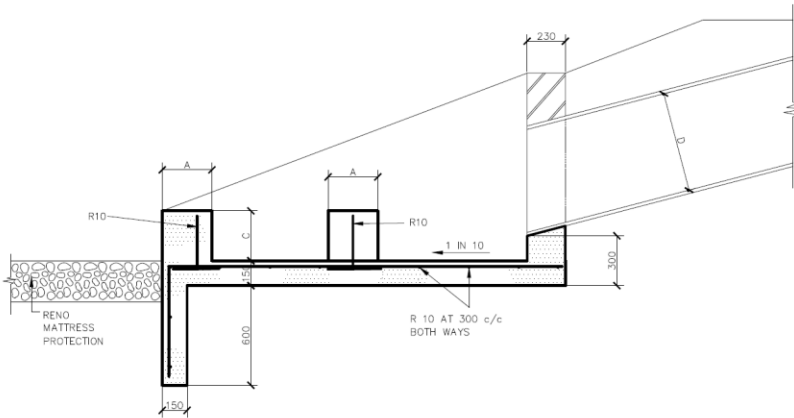
SPLITTER BLOCK DETAILS
SCALE 1:10



TYPE 'A' HEADWALL WHERE PIPE GRADE IS LESS THAN 20% (1:5)



TYPE 'A' HEADWALL - ELEVATION



TYPE 'B' HEADWALL WHERE PIPE GRADE IS GREATER THAN 20% (1:5)

NOM. PIPE DIA.	DIMENSIONS (mm)					
	A	B	C	L	X	Y
375	245	350	250	980	1800	2175
450	245	360	250	980	1800	2250
525	250	375	250	1050	2000	2525
600	300	450	300	1200	2200	2800
750	300	450	300	1500	2400	3150
825	300	450	300	1650	2600	3425
900	300	450	300	1800	2800	3700
1050	300	450	300	2100	3000	4050
1200	300	450	300	2400	3200	4400

- NOTES :
- 1) CONCRETE GRADE 20/26 MPa
 - 2) COVER TO STEEL 40mm MIN.
 - 3) REINFORCING TO BE CUT AND BENT ON SITE. MIN. LAPS 500mm
 - 4) HEADWALL BRICKWORK SIZES (IN mm) :
WALL HEIGHT BRICKWORK
0-1100 230
1100-1400 345
1400-1800 460
 - 5) ALL EXPOSED BRICKWORK TO BE FACEBRICK (REFER CLAUSE F 3.5.2. DEPARTMENTAL STANDARD SPECIFICATION)

FOR CONSTRUCTION

01	LN	FOR CONSTRUCTION
Rev	Date	Checked/Description
AMENDMENT		
CONSULTANTS :		
BI INFRASTRUCTURE CONSULTANTS 42A MONTGOMERY DRIVE ATHLONE PIETERMARITZBURG3201 TEL: 033 345 4125 FAX: 033 345 3883		



N2 TO THANDUKUKHANYA ROAD PAVING

HEADWALL DETAILS

DRAWING	REVISION
SD006	00

DRAWING No.	DESIGNED : L.N.
SCALE : As shown	DRAWN : S.G.
PC. REF.	CHECKED : F.D.
DATE :	