CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

BID NO: ALMT21/2022

CONSTRUCTION OF DUNDONALD ACCESS ROAD

CIDB GRADING CLASS 6CE PE/7CE or HIGHER

Chief Albert Luthuli Local Municipality P.O. Box 24 Carolina 1185 Contact: Name Mr. B Mdutyulwa Telephone (017) 843 4000	**TMS CONSULTING ENGINEERS** Contact: Mr Tsakani Siwele P.O BOX 603, Nelspruit, 1200 39A Ehmke Street, Nelspruit 1200 Email: info@tmsconsulting.co.za Tel (+27) 13 752 8478,

Tenderer . . . . . .

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Total of the prices inclusive of value added tax: R . . . . . .

Preferences claimed for : (tick relevant boxes)

- **B-BBEE Status level Contributor**

☐ **Local content**

CLOSING DATE: 06 MAY 2022

CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

BID NO: ALMT21/2022

CONSTRUCTION OF DUNDONALD ACCESS ROAD

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CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY
CONTRACT NO: ALMT21/2022
FOR CONSTRUCTION OF DUNDONALD ACCESS ROAD

T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Municipality hereby invites reputable and well experienced service providers to submit tenders for the below-mentioned projects. The services providers must comply with the VAT Act. Tender documents will be available on e-tenders, Municipal Website and also at Carolina Municipal Offices from **11 April 2022** at cashiers point during office hours upon payment of a non-refundable fee of **R716.48** and can be downloaded on the municipal website or e-tenders free of charge

Ref No	Description	Contact Person	Valuation Criteria	CIDB Grading	Compulsory Briefing Sessions	Local Content Minimum Content	Closing
ALMT21/ 2022	Construction of Dundonald Access Road	Mr B Mdutyulwa @017 843 4000	SCM Policy 80/20, and B-BBEE Level 80/20 and B-BBEE level	7CE OR 6CEPE	13 April 2022, 10:00, Dundonald	100% Components for Construction	06 May 2022 @ 12:00

Sealed envelopes must be addressed to: The Municipal Manager, Chief Albert Luthuli Municipality
PO Box 24, CAROLINA, 1185
marked with the correct bid number or deposit it in the '**TENDER BOX**' situated at Chief Albert Luthuli Municipality Offices, 28 Church Street, CAROLINA, **no later than 12h00 on the specified closing date per tender.**

The following **compulsory documents** must be accompanied with the tender, and failure to provide such documentations shall constitute automatic disqualification Original Valid Tax Clearance Certificate or SARS Pin, Company Certificate, Municipal Account not in arrear for more than 90 days and Not Older than three Months and proof of CSD registration.

Bidders who do not attend compulsory briefing will be automatically disqualified, **Attach your valid B-BBEE Certificate to claim preference points. Only bidders who are registered with CSD will be considered.**

Tenders will be evaluated in accordance with the Chief Albert Luthuli Municipality Supply Chain Policy whereby 80 Points will be awarded for Price and 20 for BEE

Interested bidders must submit a valid original or certified copy of BBB-EE certificate to qualify for preference points system.
A preferential point system should apply whereby this project will be allocated to a bidder in accordance with the PPPF Act (No. 5 of 2000) and it shall be evaluated on a 80/20 point system as per the new Preferential Procurement Regulation of 2017

Chief Albert Luthuli Municipality reserves the right to accept and/or not to accept the lowest priced or any other Tender. **No late, telephonic, facsimile or e-mail tenders will be accepted**.

Only Bidders, meeting the stipulated threshold for local production and content will be considered in line with Regulation 8(2) of the Municipal Supply Chain Management Regulations and National Treasury Circular 69.

Bidders must declare local content value as per DTI Codes on MBD 6.2 Local Content together with Local Content Declaration Templates (Annex C, D and E)

According to the Municipality Supply Chain Regulations issued by the Minister of Finance in terms of Section 168 of the Municipal Finance Management Act, Act 56 of 2003, persons within the organs of the state, like Councillors, and other elected representatives, full time employees and other directors of the public and municipal entities are prohibited from being eligible to bid or be awarded a contract to provide any services to the municipality.

If you do not hear from the municipality within 21 working days, please consider your tender unsuccessful.

All administrative matters may be addressed to the Supply Chain Manager Mr. J Nkosi Tel no: 017 843 4025.

MR M.S Dlamini
MUNICIPAL MANAGER

CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

CONSTRUCTION OF DUNDONALD ACCESS ROAD

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

Tender Data Applicable to this Tender:

Clause number	Tender Data
F.1.1	The employer is the CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY**.**
F.1.2	The tender documents issued by the employer comprise: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules **Part 1: Agreements and contract data** C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Safety Agreement **Part 2: Pricing data** C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities **Part 3: Scope of work** C3 Scope of work **Part 4: Site information** C4 Site information **Book of Drawings**
F.1.4	The employer's agent is: Name: TMS Consulting Engineers Address: PO Box 603 Nelspruit 1200 Tel: 013 752 8478 Fax: 013 752 2903 E-mail: info@tmsconsulting.co.za
F.2.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: i) The Council, following an interview with the management of the enterprise, is satisfied that the enterprise has the potential to develop and qualify to be registered in a higher contractor grading designation; and

ii) The Council, following a risk assessment, is able to provide the necessary supportive measures required to enable the enterprise to successfully execute the contract.

Joint ventures are eligible to submit tenders 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 7CE 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 tendered for a 7CE class of construction work.

F.2.1 Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a CE class of construction work and are registered with the CIDB as having a track record, are eligible to submit tenders.

F.2.7 Compulsory clarification meeting will be held on 13 April 2022, 10:00, at Dundonald

F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list and who have provided valid and readable e-mail addresses.

F.2.12 No alterative tender offers will be considered

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as original, plus 0 copies.

F.2.13.5 F2.15.1 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Carolina
Physical address: 28 Church Street, Carolina, 1185
Identification details: Municipal Manager, CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY, CONTRACT ALMT21/2022, CONSTRUCTION OF DUNDONALD ACCESS ROAD.

F.2.13 A two-envelope procedure will not be followed.

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 The tender offer validity period is 90 days.

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 requirements.

F.2.19 Not applicable

F.2.23 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and an **original valid** Tax Clearance Certificate issued by the South African Revenue Services.

Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

F.3.4 Tenders will be opened immediately after the closing time for tenders at the location of submission.

F.3.11 Evaluation of Tender Offer:

The procedure for the evaluation of responsive tenders is Method 4

The financial offer will be scored using Formula 2 (option 1) where the value of W_1 is:

- The value of this bid is estimated to be greater than R30 000, but less than or equal to R50 million (all applicable taxes included) and therefore the 80/20 system shall be applicable.

Up to 20 tender evaluation points will be awarded to tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed.

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

F3.11.9 The table below lists the returnable schedules that set out the scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule:

Returnable Schedule	**% Weighting**
Tenderer's Experience	40
Qualification and Experience of Key Personnel	15
Tenderer's Schedule of Plant & Equipment	15
Financial Reference	20
Method Statement (Method Statement 5 points) (Social Development Plan 5 points)	10

The **minimum** number of evaluation points for quality is **70**

F3.13.1

Tender Offers will only be accepted if:

(a) the tender offer is signed by a person authorized to sign on behalf of the tenderer;

(b) a valid original Tax Clearance Certificate is included with his tender;

(c) tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the construction Regulations 2014 as well as the Tenderer's health and safety plan, is included with his tender submission;

(d) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

(e) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender;

(f) the Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;

(g) The contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIBD Regulations 2004 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders;

(h) The Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt activities Act of 2004 as a person prohibited from doing business with the public sector;

(i) The Tenderer has not abused the Employer's Supply chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect;

(j) The Tenderer or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.

(k) The Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria:

i. having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this contract;

ii. having acted in a fraudulent or corrupt manner in obtaining or executing this contract;

iii. having approached an officer or employee of the Employer or the employer's Agent with the objective of influencing the award of a contract in the Tenderer's favour;

iv. having entered into any agreement or arrangement, whether legally or not, with any other person, firm or company to refrain from tendering for his contract or as to the amount of the Tender to be submitted by either party;

v. having disclosed to any other person, firm or company other that the Employer, the exact or approximate amount of his proposed Tender;

vi. The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.

(l) All other schedules to be filled in as per "T2.1 List of Returnable Documents" and documents required.

F.3.13.3 The Employer reserves the right not to award the lowest tenderer. In the summary of the bills of quantities a discount can be offered.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

Annex: Standard Conditions of Tender

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered 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 tender process; and
c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
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 tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

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

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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 tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

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

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender 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 tender data.

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

F.2.16 Tender offer validity

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

- 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 tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors

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

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bills 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 tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F3.11.1 General

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

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

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 tender offers using the following formula:

N_{FO} = W_1 x A where:
N_{FO} = the number of tender evaluation points awarded for the financial offer.
W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:
Pm = the comparative offer of the most favorable tender offer.
P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F3.13.1 Accept tender offer only if the tenderer satisfies the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. 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 tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer’s notice of acceptance, notify other tenderers that their tender 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 tender documents to take account of:

a) addenda issued during the tender period,
b) inclusion of some of the returnable documents,
c) other revisions agreed between the employer and the successful tenderer, 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 tenderer 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 tender require the tenderer 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 tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

CONSTRUCTION OF DUNDONALD ACCESS ROAD

T2.1: LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

- T2.2.1: Certificate of Attendance at Clarification Meeting
- T2.2.2: Certificate of Authority
- T2.2.3: Certificate of Authority for Joint Ventures (where applicable)
- T2.2.4: Location of Offices
- T2.2.5: Compulsory Enterprise Questionnaire
- T2.2.6: Record of Addenda to Tender Documents
- T2.2.7: Schedule of Proposed Sub-consultants
- T2.2.8: Schedule of the Tenderer's Experience
- T2.2.9: Key Personnel Assigned To The Work
- T2.2.10: Experience Of Key Personnel
- T2.2.11: Proposed Organization And Staffing
- T2.2.12: Tenderer's Schedule Of Plant And Equipment
- T2.2.13: Quality Assurance And Environmental Management
- T2.2.14: Method Statement
- T2.2.15: Preliminary Programme
- T2.2.16: Schedule Of Current Commitments
- T2.2.17:Schedule of Management / Owners / Shareholders / Directors
- T2.2.18: Proposed Amendments And Qualifications
- T2.2.19: Financial Resources

- MBD 2: Tax Clearance Requirements
- MBD 3.1: Pricing Schedule – Firm Prices (Purchases)
- MBD 3.2: Pricing Schedule – Non Firm Prices (Purchases)
- MBD 3.3: Pricing Schedule – Professional Services
- MBD 4: Declaration of Interest
- MBD 5: Declaration For Procurement Above R10 Million (All Applicable Taxes Included)
- MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011
- MBD 6.2: Declaration of Local Content
- MBD 8: Declaration Of Bidder's Past Supply Chain Management Practices
- MBD 9: Certificate of Independent Bid Determination

- Confirmation of Outstanding Municipal Rates and Taxes for the Business Entity and Directors / Owners / Members / Partners
- Confirmation Of Rates And Taxes By Municipality
- Section 38 Declaration Form

2 Other documents required only for tender evaluation purposes

- BBBEE certificate
- CIDB Registration Certificate
- Full CSD Report
- Letter of Good Standing in terms of COID Act
- 3 YEAR Audited Financial Statements
- Municipal account that is not older than 3 months
- Letter from tenderers bank confirming their banking details and bank rating

3 Other documents that will be incorporated into the contract

- C1.1 Agreements
- C1.2 Contract Data
- C2.2 Bills of Quantities

T2.2: RETURNABLE SCHEDULES AND DOCUMENTS

T2.2.1: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that I _____

representative of _____ (tenderer)

of (address) _____

_____

_____

Telephone No. _____ Fax No. _____

in the company of _____ (Employer's Representative) of

_____

visited and investigated the site on _____

TENDERER'S REPRESENTATIVE **……...**

EMPLOYER'S REPRESENTATIVE……

T2.2.2: CERTIFICATE OF AUTHORITY

I/We the undersigned, am/are authorized to enter into this contract on behalf of _____

_____ *(Name of Firm)*

by virtue of _____ dated _____

Name_____

Signatory_____

Date_____

WITNESSES:

1. _____ _____
   Name Signature

   _____
   Date

2. _____ _____
   Name Signature

   _____
   Date

PLEASE NOTE:

1. **Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.**
2. **The signatory shall confirm his / her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors / partners.**

T2.2.3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

Mr/Ms _____, authorised signatory of the company

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

PLEASE NOTE:

1. **Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.**
2. **The signatory shall confirm his / her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors / partners.**
3. **In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out the Authority for signatory, Name of designated lead member of the joint venture, as required by tender condition F.2.13.4**
4. **Tenderers to attach a signed JV/consortium agreement or indicate a willingness to enter into a JV/consortium when appointed.**

Signed Date

T2.2.4: LOCATION OF OFFICES

Address of Head Office

Number of staff permanently located in office

_____

_____

_____

_____

_____

Tel:

_____

Address of project office

Number of staff permanently located in office

_____

_____

_____

_____

_____

Tel:

_____

Signed ---------- Date ----------

T2.2.5: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	**Identity number***	**Personal income tax number***

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

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

Section 6: Record of service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

T2.2.6: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		

Attach additional pages at the back of this page if more space is required.

Signed ---------- Date _____

T2.2.7: SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following Sub-consulting 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 Sub-consultants 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.

Attach additional pages at the back of this page if more space is required.

	Name and address of proposed Sub-consultants	**Nature and extent of work**	**% Percentage of work**	**Previous experience of Sub-consultants.**

Signed ---------- Date _____

T2.2.8: TENDERER'S EXPERIENCE

The experience of the Tenderer or joint venture partners in the case of an unincorporated joint venture or consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work.

Tenderers should very briefly describe their experience in this regard relevant to the scope of work and attach this to this schedule. Tenderers must note that the details reflected in the schedule below should have contactable references so that Chief Albert Luthuli Local Municipality can verify the information. If the references are not contactable, the information shall not be considered for evaluation purposes.

Chief Albert Luthuli Local Municipality reserves the right not to appoint a tenderer should the references generally indicate poor performance on previous projects that are reflected in the table below.

The description should be put in tabular form with the following headings:

Project name	Period /Year	Value of work inclusive of VAT (Rand)	Length and Type (of Road constructed)	Client	Contact Details

Note to Tenderer: Only information relating to similar projects is to be provided in the above table. Copies of completion certificates are to be attached to the last page of this returnable. Information in the table without the certificates attached will not be considered.

Scoring of the Tenderer's experience will be as follows:

DESCRIPTION	MAX POSSIBLE SCORE
Company experience in projects comprising the construction or upgrades of Road Projects). • 5 points per projects with a value of more than 10 Million completed in last 5 years • 10 points per projects with a value of more than 20 Million completed in last 5 years • 15 points per project with a value of more than 30 Million completed in last 5 years • The Tenderer may list only five projects of similar nature and size • Points for completion certificates attached will be given for similar projects. Negative feedback will forfeit all points, meaning zero (0) points will be allocated for the attached certificates of completion • Failure to submit all relevant information per project will result in the forfeiture of all points for that relevant project. • The experience of the Tenderer or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work required for this project	**40**

T2.2.9: KEY PERSONNEL ASSIGNED TO THE WORK

Insert in the table below the key personnel and their proposed function

KEY PERSONNEL SCHEDULE

No.	Proposed Function	Key Person Name
1.	Site Agent	
2.	General Foreman	
3.	Safety Officer	

T2.2.10: EXPERIENCE OF KEY PERSONNEL (15 POINTS)

Provide relevant information as prescribed below for the following Key Persons proposed in the tender to fulfil the following positions:

Key Person Positions

A. Site Agent

B. General Foreman

C. Safety Officer

The experience of each key person, relevant to the scope of work, will be evaluated from the points below:

1) General experience (total duration of activity), level of education and training and positions held by the key person.

2) The education, training and experience of the person, in the specific sector, field, subject, etc. which is directly linked to the scope of work.

A CV of each key person of not more than 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

1. Personal particulars
   - name
   - date and place of birth
   - place (s) of tertiary education and dates associated therewith
2. Qualifications
3. Name of current employer and position in enterprise
4. Overview last 10 years of experience (year, organization, position and projects)
5. Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows:

The proposed project team including CV's showing experience in projects of a similar nature. This must include details of the Site Agent (Pr. Eng. / Pr. Tech. Eng.), General Foreman and Safety Officer must clearly indicate their experience on projects of a similar nature to be easily assessed in terms of the criteria stipulated below. **Experience of Site Agent in Roads Projects**: Site Agent is required to have a N.D Civil Engineering or equivalent to a NQF 6 qualification and a minimum of 10 years in roads construction experience in a contracts managers role, as indicated below: • 10 years – 1 points • 11 years – 2 points • 12 years – 3 points • 13 years – 4 points • 14 years – 5 points	**15**

Experience of Site Foreman in Roads Projects: Site Foreman on permanent/contract basis, with at least NQF 4 qualification or related qualification with experience in road projects of not less than Seven (7) years. Points will be allocated on a pro-rata basis for experience between 7 to 10 years, as indicated below: • 7 years – 2 points • 8 years – 3 points • 9 years – 4 points • 10 years – 5 points **Experience of Safety Officer in Roads Projects**: Safety officer on permanent/contract basis, with a valid First Aid Certificate plus OSHA (Construction Regulations) qualification or related qualification with experience in road projects of not less than three (3) years. Points will be allocated on a pro-rata basis for experience between 3 to 5 years, as indicated below: • 3 years – 2 points • 4 years – 3 points • 5 years – 5 points **Provide detailed CVs and certified qualifications for all Key Personnel for each category stated above**.	

INSERT HERE

T2.2.11: PROPOSED ORGANIZATION AND STAFFING

The Tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The Tenderer must attach their organization and staffing proposals to this page.

INSERT HERE

T2.2.12: TENDERER'S SCHEDULE OF PLANT AND EQUIPMENT (15 POINTS)

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

(a) Details of major equipment that will be hired, or acquired for this contract if my / our Tender is accepted

(b) The tenderer will receive Quality points for listing of plant available for this specific contract as follows:

- Major plant for construction works if well identified and 100% is owned and available at start of contract maximum points will be as stated in allocated points if owned column.
- Maximum points for hired plant will be as stated in the Allocated points for hired plant column.
- Plant correctly identified and owned will be calculated according to allocated points.

(c) Proof of ownership to be submitted: Natis to be attached

DESCRIPTION ***(type, size, capacity etc.)***	**QUANTITY**	**POINTS ALLOCATED**		**POINTS**
		OWNED	**HIRED**	**SCORED**
Motor Grader (Cat 14H or Similar)	1	4	0	
Excavator (20 ton)	2	2	0	
Vibratory Roller	1	2	0	
Water Tanker (8000 Litre)	2	2	0	
Tipper Truck (10 m^3 or above)	4	4	0	
TLB (48 kw Capacity)	1	1	0	
TOTAL	15		0	

Attach additional pages if more space is required

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

Failure to complete this form properly and correctly, will lead to the conclusion that the Tenderer does not have the necessary plant and equipment resources at its disposal, which will prejudice its Tender.

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

T2.2.13: QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT

1. Does the Tenderer have a quality management system which is certified in terms of ISO 9001: 2008

YES	NO

2. If "yes", Tenderer to supply brief summary of structure of system:

.....

.....

.....

.....

.....

.....

.....

3. If "no", does the Tenderer intend to apply for certification? .....

YES	NO

By when? .....

Date

OR

4. If "no", does the Tenderer have its own system? .....

YES	NO

5. If "yes", please supply details of the system.....

.....

.....

.....

.....

.....

6. Does the Tenderer have an environmental management system which is certified in terms of ISO 14 000 .....

YES	NO

7. If "yes", Tenderer to supply brief summary of structure of system:

.....

.....

.....

.....

.....

.....

8. If "no", does the Tenderer intend to apply for certification?

YES	NO

By when? .....

Date

OR

		YES	NO
9.	If “no”, does the Tenderer have its own system?		

10. If “yes”, please supply details of the system .....
.....
.....
.....
.....

If the Tenderer does not intend to apply for certification it shall submit details of the quality / environmental management system presently in place.

The Tenderer shall insert here a copy of the company’s quality assurance plan, control procedures and the relevant documentation supporting its commitment to environmental management. The successful Tenderer shall furnish the Employer a detailed Quality Control Plan (QCP) and Procedure for all materials, such as Paving blocks, Prefabricated culverts, concrete kerbing, pipes, etc for approval prior to any fabrication and delivery. In the event of these documents being too extensive to be included in the procurement document, an abbreviated version of the master document will be included, referring to the master document.

Scoring of Quality Assurance and Environmental Management will be as follows:

T2.2.14: METHOD STATEMENT (10 POINTS)

Method Statement not less than 10 pages 5 Points
Social Development Plan 5 Points

The method statement must respond to the Scope of Work and outline the proposed approach / methodology. The method statement should articulate what value the Tenderer will add in achieving the stated objectives for the project.

The Tenderer must explain his / her understanding of the objectives of the assignment and the Purchaser's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The Tenderer must attach his / her approach paper to this page. The approach paper should not be less than 10 pages.

The scoring of the approach paper will be as follows:

Technical approach and methodology	
No submission (score 0)	No Method Statement submitted
Poor (score 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is generic but tailored to address the general project objectives and methodology. The approach does not deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed is very generic.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.
Very good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

INSERT HERE

T2.2.15: PRELIMINARY PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the main work components. 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 Tender.

The contract should note that the contract is required to be completed, commissioned and handed over to the Purchaser by the date specified in the contract data.

PROGRAMME														
Component / sub component	**WEEKS / MONTHS**													

Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in supported by a detailed statement to that effect, all as specified in the Tender Data.

T2.2.16: SCHEDULE OF CURRENT COMMITMENTS

The tenderer shall list below all contracts currently awarded and about to commence and tenders for which offers have been submitted but awards not yet made. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
Attach additional pages at the back of this page if more space is required.

TABLE 1: CONTRACTS AWARDED				
Client	**Project**	**Expected total value of contract (incl. VAT)**	**Duration (Months)**	**Expected completion date**

TABLE 2: TENDERS NOT YET AWARDED

Attach additional pages at the back of this page if more space is required.

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

Signed ---------- Date ----------

T2.2.17: SCHEDULE OF MANAGEMENT / OWNERS / SHAREHOLDERS / DIRECTORS**

List all Management and shareholders/Member/Owners by Name, Position, ID No, Citizenship, HDI status and ownership. Attach additional pages at the back of this page if more space is required.
Attach additional pages at the back of this page if more space is required.

Name	Position in Enterprise	ID Number	RSA Citizenship Date	HDI Y/N	Women Y/N	% of enterprise owned

** **Submit certified copies of company registration documents as proof.**

Signed ---------- Date ----------

T2.2.18: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.
Attach additional pages at the back of this page if more space is required.

Page	Clause or item	Proposal

Signed ---------- Date ----------

T2.2.19: FINANCIAL RESOURCES (20 POINTS)

The tenderer will receive a maximum of 20 points based on information provided in this schedule.

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

- The tenderer shall attach to this form an **Original Letter** from the bank not older than three (3) months confirming the bank account, details and bank rating. **Failure to provide the required letter with the tender submission shall render the tenderer's offer non-responsive.** 10 Points for Bank Rating C, Audited Financial Statement 5 points and 5 points for 10% guarantee.

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

BANK NAME:			
ACCOUNT NAME: *(e.g. ABC Civil Construction cc)*			
ACCOUNT TYPE: *(e.g. Savings, Cheque etc.)*			
ACCOUNT NO:			
ADDRESS OF BANK:			
CONTACT PERSON:			
TEL. NO. OF BANK / CONTACT:			
How long has this account been in existence:	0-6 months		(Tick which is appropriate)
	7-12 months		
	13-24 months		
	More than 24 months		

TAX CLEARANCE REQUIREMENTS

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-consultants 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.

APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder: _____

2. Trade name: _____

3. Identification number: | | | | | | | | | | | | | |

4. Company / Close Corporation registration number: | | | | | | | | | |

5. Income tax reference number: | | | | | | | | | |

6. VAT registration number (if applicable): | | | | | | | | | |

7. PAYE employer's registration number (if applicable): | | | | | | | | | |

Signature of contact person requiring Tax Clearance Certificate: _____

Name: _____

Telephone number: Code: _____ Number: _____

Address: _____

_____

_____

DATE: 20_____ / _____ / _____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

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

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

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

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

*Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

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

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

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

Required by: ……

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

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

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

Where:

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

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

Index……. Dated……. Index……. Dated……. Index……. Dated…….

Index……. Dated……. Index……. Dated……. Index……. Dated…….

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

PRICING SCHEDULE
(Professional Services)

Name of Bidder:…… Bid Number: ……

Closing Time: …… Closing Date ……

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

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R……..……

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid .....

7. Estimated man-days for completion of project .....

8. Are the rates quoted firm for the full period of contract? .....*YES/ NO.

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

.....

.....

.....

*Delete if not applicable

DECLARATION OF INTEREST

MBD 4

1. No bid will be accepted from persons in the service of the state*.

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 and/or take an oath declaring his/her interest.

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 Company registration number: _____

3.4 Tax Reference Number: _____

3.5 VAT Registration Number: _____

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

3.6.1 If so, furnish particulars:

_____

_____

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

3.7.1 If so, furnish particulars:

_____

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

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

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

_____

_____

3.8 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**

3.8.1 If so, furnish particulars:

_____

_____

3.9 Are you, aware of any relationship (family, friend, other) between a 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**

3.9.1 If so, furnish particulars:

_____

_____

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

3.10.1 If so, furnish particulars:

_____

_____

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

3.11.1 If so, furnish particulars.

_____

_____

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED IN THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signed ---------- Date ----------

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.

.....

.....

.....

.....

* Delete if not applicable

***YES / NO**

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars

……

……

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

……

……

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……

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

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

……..
Signature

……..
Date

……
Position

……
Name of Bidder

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

MBD 6.1

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.

---

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to be less than R50 000 000 per contract (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 annual total revenue of R5 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 consultant 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 consultant's assigning, leasing, making out work to, or employing, another person to support such primary consultant 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

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

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

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:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

5. POINTS 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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.1 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.

5.2 EMEs are deemed to have a B-BBEE status of "level four (4) contributor".

5.3 In instances where EMEs are more than 50% owned by PDI/HDIs, such EMEs qualify as "B-BBEE status level three (3) contributor".

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-consultant 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.

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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: ……. = …….(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? _____%

(ii) the name of the sub-consultant? _____

(iii) the B-BBEE status level of the sub-consultant? _____

(iv) whether the sub-consultant is an EME? **YES / NO** (delete which is not applicable)

8.1.2 and:

(i) what percentage of the contract will be subcontracted? _____%

(ii) the name of the sub-consultant? _____

(iii) the B-BBEE status level of the sub-consultant? _____

(iv) whether the sub-consultant is an EME? **YES / NO** (delete which is not applicable)

8.1.3 and:

(i) what percentage of the contract will be subcontracted? _____%

(ii) the name of the sub-consultant? _____

(iii) the B-BBEE status level of the sub-consultant? _____

(iv) whether the sub-consultant is an EME? **YES / NO** (delete which is not applicable)

8.1.4 and:

(i) what percentage of the contract will be subcontracted? _____%

(ii) the name of the sub-consultant? _____

(iii) the B-BBEE status level of the sub-consultant? _____

(iv) whether the sub-consultant is an EME? **YES / NO** (delete which is not applicable)

Add a page if more subcontractors are to be used.

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

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

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the consultant may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or consultant, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

Signed ---------- Date ----------

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2017 (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 9) makes provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. 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: 2017 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 the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2017 is accessible on http://www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if –

(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2017) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%

_____ _____%

_____ _____%

_____ _____%

_____ _____%

_____ _____%

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

YES		NO	

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the 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.

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

YES		NO	

5.1. If yes, provide the following particulars:
(a) Full name of auditor: ……
(b) Practice number: ……..
(c) Telephone and cell number: …….
(d) Email address: ……..

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

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

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2017)

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 Municipality / Municipal Entity):
.....

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.thedti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
(ii) the declaration templates have been audited and certified to be correct.

(c)The local content percentages (%) 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 1286:2017	

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 / Municipality /Municipal Entity 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

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 *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

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

CERTIFICATION

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

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

……... **……..**
Signature **Date**

…… **……..**
Position **Name of Bidder**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:
CONSTRUCTION OF DUNDONALD ACCESS ROAD

TENDER NO.: ALMT21/2022

in response to the invitation for the bid made by:
Chief Albert Luthuli Local Municipality
(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

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 consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;

    (b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed ---------- Date ----------

[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.

CONFIRMATION OF OUTSTANDING MUNICIPAL RATES AND TAXES FOR THE BUSINESS ENTITY AND DIRECTORS / OWNERS / MEMBERS / PARTNERS

Section 38 (1) (d) (i) of the supply chain management of the Chief Albert Luthuli Local Municipality stipulates that the bidder or any of the directors does not owe rates or municipal services for more than (3) three months.

According to the supply chain management policy of the Chief Albert Luthuli Local Municipality a bid will be rejected if the municipal rates and taxes are in arrears for more than 3 months based on outcome of the verification carried out before the evaluation and adjudication of tender.

In order for Chief Albert Luthuli Local Municipality to abide by the above stated section, you are hereby requested to confirm that the following business entity and its directors/owners/members/partners do not owe rates and taxes to your municipality.

PLEASE COMPLETE THE FOLLOWING INFORMATION REQUIRED.

Business entity name: _____

Municipality where business is situated: _____

Municipal Account No. (Business entity) : _____

Name of Directors / Members / Partners / owners	Municipality where the Directors / Members / Partners / Owners reside	Municipal Account Number

(You may provide all other names on a separate page if the space provided is not enough)

CONFIRMATION OF RATES AND TAXES BY MUNICIPALITY.

I, _____ in my capacity as _____
(full names) *(designation)*

of the municipality _____ hereby certifies that
(Name of municipality)

- I have examined the municipal accounts of the above named person/business entity and am satisfied that all his/her municipal accounts are up to date.
- I have examined the above named municipal accounts and have found that the said accounts to be in arrears.

Comment (if any): _____

_____

_____

_____

Signature: of official: _____

MUNICIPAL STAMP

N.B:

1. PLEASE ATTACH THE LATEST MUNICIPAL SERVICES CHARGES STATEMENT OF THE COMPANY AND ITS DIRECTORS/OWNERS/MEMBERS/PARTNERS.

2. FAILING TO COMPLETE THE REQUIRED INFORMATION SHALL INVALIDATE THE BID

SECTION 38- DECLARATION FORM

Having examined the Bid and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and preference claimed are correct.

I/we certify that I/we/the company complies with the issues surround Section 38 of the Supply Chain Management Policy *interalia*:-

I/we certify the following: **(IF ALL IS IN PLACE THE ANSWER SHOULD BE YES)**

ISSUE	**YES**	**NO**
In terms of section 38 (1) (c) that the Bidder or any of the Directors is **not listed** as person prohibited from doing business with the Public Sector.		
In terms of section 38 (1) (d) (i) that the Bidder or any of the directors **does not** owe rates or Municipal services charges to any Municipality that is in arrears for more than 3 (three months). **Copies of the latest Municipal services charges statement of the Bidder and the Directors must be attached to the tender document.**		
In terms of section 38 (1) (d) (ii) that the Bidder or any Directors **has not failed** to perform satisfactory on a previous contract with the Municipality or any organ of state.		
In terms of section 38 (I) (9) (iv) that the Bidder or any of the Directors **has not been convicted** for fraud or corruption during the past 5 (five) years.		
In terms of section 38 (i) (9) (iv) that the Bidder or any of the Directors **has not been listed** in the Register of Tender Defaulters i.t.o. Section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004		

- **PLEASE INDICATE CLEARLY**
- **NOTE THAT THE MUNICIPALITY WILL VERIFY STATEMENTS**
- **ATTACH INFORMATION IF ANY ANSWER IS NO.**

Signed ---------- Date ----------

OTHER RETURNABLES

- BBBEE certificate
- CIDB Registration Certificate
- Full CSD Report
- Pro forma OHS Notification
- Letter of Good Standing in terms of COID Act
- 3 YEAR Audited Financial Statements
- Municipal account that is not older than 3 months
- Letter from tenderers bank confirming their banking details and bank rating

C1.1 Form of Offer and Acceptance

Offer

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

CONSTRUCTION OF DUNDONALD ACCESS 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 tender schedules, and by submitting this offer has accepted the conditions of tender.

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

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

. . . .

. . . . Rand (in words);

R . . . . (in figures)

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

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)
Part C2: Pricing data
Part C3: Scope of work.
Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 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, which must be duly signed by the authorized representatives of both parties.

The tenderer shall within 28 days 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 CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY
PO BOX 24
CAROLINA
1185

Name and . . . . . .
signature
of witness Date . . . . . .

. . . . . .

Schedule of Deviations

Notes:

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

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

By the duly authorized 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.

For the Tenderer:		For the Employer:
. . . . .	Signature	. . . . .
. . . . .	Name	. . . . .
. . . . .	Capacity	. . . . .
Name and address of organisation:		Name and address of organisation:
. . . . .		. . . . .
. . . . .		. . . . .
. . . . .		. . . . .
. . . . .		. . . . .
. . . . .	Witness Signature	. . . . .
. . . . .	Witness Name	. . . . .
. . . . .	Date	. . . . .

Confirmation of Receipt

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

the . . . . . (day)

of . . . . . (month)

20. . . . . (year)

at . . . . . (place)

For the Contractor:

. . . . . .
Signature

. . . . . .
Name

. . . . . .
Capacity

Signature and name of witness:

. . . . . .
Signature

. . . . . .
Name

CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

CONSTRUCTION OF DUNDONALD ACCESS ROAD

C1.2 Contract Data

CONDITIONS OF CONTRACT
The conditions of contract applicable to this contract is based on the General Conditions of Contract for Construction Works, Third Edition GCC (2015), published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685 and obtainable from www.saice.org.za.

Part 1: Contract Data completed by the Employer

Clause

1.1.1.13 The Defects Liability Period is 12 months.

1.1.1.14 The time for achieving Practical Completion is:
- 18 months

1.1.1.15 The name of the Employer is the **CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY**

1.1.1.26 The pricing strategy is by re-measurement Contract.

1.2.1.2 **The address of the Employer is:**
Telephone: 017 843 4000
Facsimile: 017 843 4100
Address (physical): 28 Church Street, Carolina, 1185
Address (postal): PO Box 24, Carolina, 1185

1.1.16 The name of the Engineer is **TMS CONSULTING ENGINEERS**

1.2.1.2 The address of the Engineer is:
Telephone: 013 752 8478
Email:: info@tmsconsulting.co.za
Address (physical): 39A Ehmke Street, Nelspruit, 1200
Address (postal): PO Box 603
Nelspruit
1200

3.1.3 The Engineer is required to obtain the specific approval of the Employer before executing any of the following: The Engineer requires the Clients approval in order to authorize any expenditure in excess of the tender sum excluding contingencies as per Clause 6.4.

5.3.1 The following documentation is to be provided by the Contractor before commencement of the works:
- Health and Safety Plan as per Clause 4.3
- Initial Programme as per Clause 5.6
- Security as per Clause 6.2.1
- Insurance as per Clause 8.6
- Quality Assurance Plan as per Clause B1205 (Standard Specifications)

5.3.2 The time to submit the documentation required before commencement with Works execution is 28 days.

5.8.1 Non-working days are Sundays.

Special Non-working days are 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, Election 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.

The year-end break commences on the first working day after 15 December and ends on the first working day after 4 January of the next year.

5.13.1 The penalty for failing to complete the Works is R 5 000,00 per day.

5.14.1 Practical completion will be considered when:

- The Road has been fully constructed, including all kerbs and related matters.
- Erosion protective measures completed.
- Borrow pit and spoil sites rehabilitated.

Contractor should be able to reach Completion within 30 days from receiving the certificate of practical completion.

5.16.3 The latent defect period is 10 years.

6.5.1.2.3 The percentage allowance to cover overhead charges is max. 10%.

6.8.2 Contract Price Adjustment will not be applicable for this contract.

6.8.3 No price adjustment for variations in the cost of special materials will be applicable for this contract.

6.10.3 The percentage retention on amounts due to the Contractor is 10 %. The limit on retention is 10 % of the Contract Price.

A Retention Money Guarantee is NOT permitted.

6.10.1.5 The percentage advance on materials not yet built into the Permanent Works is 80% on material paid by the contractor at the purchase cost, but not more than 80% of the tender amount as per clause 6.10.2.

8.2.2 The safekeeping of all material paid as material on site not yet built into the works remains the responsibility of the contractor, although ownership rest with the client as per clause 6.10.1.5.

8.6.1.1.2 The value of the materials supplied by the Employer to be included in the insurance sum is R0-00

8.6.1.1.3 The amount to cover professional fees for repair or reinstatement of damage to the works to be included in the insurance sum is R 200 000-00

8.6.1.3 The limit of liability insurance is R 2 000 000 per claim. the number of claims to be unlimited during construction and Defects Liability Period

8.6.1.5 No additional insurance is required.

10.5.2 Dispute resolution is to be by means of ad-hoc adjudication.

10.7.1 Disputes are to be referred for final settlement to arbitration.

Part 2: Data provided by the Contractor

Clause

1.1.1.9 The name of the Contractor is. . . . . .

1.2.1.2 The address of the contractor is:

Contact Person: . . . . . .

Telephone: . . . . . .

Facsimile: . . . . . .

Email: . . . . . .

Address (physical): . . . . . .

. . . . . .

. . . . . .

Address (postal): . . . . . .

. . . . . .

. . . . . .

6.2.1 The Security to be provided by the Contractor shall be

- Performance Guarantee of 10% of the Contract Sum. And;
- Retention of 10% of the Value of the Works.

CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

CONSTRUCTION OF DUNDONALD ACCESS ROAD

C1.3 Performance Guarantee

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: …….

Physical Address: ……

"Employer" means: ……..

"Contractor" means: .....……

"Engineer" means: .....……

"Works" means: ...……

"Site" means: ..……

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

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

Amount in words: R .....…….

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

Amount in words: .....……..

"Expiry Date" means: The date on which the Certificate of Completion has been issued.

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the guaranteed sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:

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

   3.2. its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

   4.1 A copy of a first written demand issued by the Employer to the Contractor stating that the payment of a sum certified by Engineer in an Interim Payment Certificate has not been made of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon Guarantor to make payment in terms 4.2;

   4.2 A first written demand issued by the employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has not still been paid.

   4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

   5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or

   5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called upon in terms of 5; and

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

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the Employer shall upon date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank

compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand tot the Guarantor.

9. Payment by the Guarantor in terms of 4 or 5 will only be made against the return of the original Performance Guarantee by the Employer.

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

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

12. This Performance Guarantee in neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

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

Signed at ...……..

Date…….

Guarantor's signatory (1) .....……

Capacity ……..

Guarantor's signatory (2.....……

Capacity……
..

Witness signatory (1) .....…….

Witness signatory (2)…….

CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

CONSTRUCTION OF DUNDONALD ACCESS ROAD

C1.4 SAFETY AGREEMENT

MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY
(HEREINAFTER REFERRED TO AS THE MUNICIPALITY)

herein represented by

in his capacity as
of the Municipality, he being duly authorised thereto

and

(hereinafter referred to as the Mandatory)

herein represented by
in his capacity as
of the Mandatory, he being duly authorised thereto

WHEREAS:

1. The Municipality and the mandatory entered into a written, alternatively oral agreement on the……..Day of ……20……..in terms of which the Mandatory undertook to carry out the following work for the Municipality , viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

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

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

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

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1. WRITTEN AGREEMENT

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

2. ACKNOWLEDGEMENT BY THE MANDATORY

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

3. UNDERTAKING BY MANDATORY

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

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

4. PERSONAL PROTECTIVE EQUIPMENT

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

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

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

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

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

5. FENCING AND GENERAL MACHINERY PROTECTION

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

6. SCAFFOLDING, LADDERS, TOOLS, ET CETERA

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

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

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

7. SERVICES AND WORKING METHODS

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

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

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

8. EXCAVATIONS

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

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

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

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

9. RESTRICTION TO WORKPLACE

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

10. SUBCONTRACTORS

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

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

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

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

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

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

12. FIRST AID

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

(a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.

(b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.

(c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

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

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

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

13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

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

14. COMPLETION OF WORK

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

15. SALVAGED MATERIAL AND EQUIPMENT

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

16. BREAKING OF THESE RULES AND POOR CONDUCT

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

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

17. INTOXICATION

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

18. CONFIDENTIALLY

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

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

19. INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

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

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

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

20. AMENDMENTS MUST BE IN WRITING

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

21. JURISDICTION AND LEGAL COSTS

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

PARTICULARS OF THE MANDATORY

Name (Mandatory)

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

ID NO

Designation

Name of Business

Address of Business

Tel number (h)
(w)
e-mail

Number of employees employed

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

Date allocated

Thus done and signed on this day of 20

As witnesses:

(Signature)
(Name in print)

(Signature)
(Name in print)

_____(Signature) _____ (Name in print)
THE MANDATORY

Thus done and signed on this day of 20

As witnesses

(Signature)

(Name in print)

(Signature)

(Name in print)

_____(Signature)_____ (Name in print)

THE MUNICIPALITY

Acknowledgement of receipt of the agreement:

_____

THE MANDATORY

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) as amended in the Scope of Works.
2. The units of measurement described in these Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

%	:	percent
ha	:	Hour
ha	:	hectare
kg	:	kilogram
kl	:	kilolitre
km	:	kilometre
km-pass	:	kilometre-pass
kPa	:	kilopascal
kW	:	kilowatt
l	:	litre
m	:	metre
mm	:	millimetre
m^2	:	square metre
m^2-pass	:	square metre-pass
m^3	:	cubic metre
m^3-km	:	cubic metre-kilometre
MN	:	meganewton
MN.m	:	meganewton-metre
MPa	:	megapascal
No.	:	number
Prov Sum	:	Provisional sum
PC Sum	:	Prime Cost sum
R/Only	:	Rate only
Sum	:	lump sum
t	:	ton (1000 kg)
W/day	:	Work day

3. For the purpose of these Bills of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
6. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sums tendered for such items.
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Bills of Quantities.
10. Reasonable compensation will be received where no pay item appears in the Bills of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
11. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
12. The item numbers appearing in the Bills of Quantities refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
13. Those items in the Bills of Quantities to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the prefix “L”. 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 L are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
14. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

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

C2.2 Bills of Quantities

CONSTRUCTION OF DUNDONALD ACCESS ROAD

BID NO: ALMT21/2022

SUMMARY OF PRICE SCHEDULE

SECTION	DESCRIPTION	AMOUNT (RAND)
1300	CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL	
1400	HOUSING OFFICE AND LABORATORY FOR THE ENGINEER	
1500	ACCOMMODATION OF TRAFFIC	
1700	CLEARING AND GRUBBING	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
3500	STABILIZATION	
5200	GABIONS	
5600	ROAD SIGNS	
5700	ROAD MARKINGS	
5900	FINISHING THE ROAD AND ROAD RESERVE	
7300	CONCRETE BLOCK PAVING FOR ROADS	
SUBTOTAL A: SUMMARY OF BILL OF QUANTITIES		
Add 10% for contingencies on subtotal A		
SUBTOTAL B		
Add 15% VAT on subtotal B		
TOTAL AMOUNT CARRIED TO C1.1 FORM OF OFFER AND ACCEPTANCE		

CONSTRUCTION OF DUNDONALD ACCESS ROAD

BID NO: ALMT21/2022

C3: SCOPE OF WORK

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C3.2 PROJECT SPECIFICATIONS

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PS-1 Project Description
PS-2 Description of the Site and Access
PS-3 Details of the Works
PS-4 Construction Management Requirements

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

C3.3 PARTICULAR SPECIFICATIONS

SECTION EMP ENVIRONMENTAL MANAGEMENT PLAN

SECTION OHS: PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

CONSTRUCTION OF DUNDONALD ACCESS ROAD

BID NO: ALMT21/2022

C3.1 STANDARD SPECIFICATIONS

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

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-4 (2002):	Targeted Construction Procurement (local resources)
SANS 1921 – 1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved.
SANS 1921-2 (2004):	Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

CONSTRUCTION OF DUNDONALD ACCESS ROAD

BID NO: ALMT21/2022

C3.2: PROJECT SPECIFICATIONS

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

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

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

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

PART A: GENERAL

PS1 PROJECT DESCRIPTION

The Dundonald Access Road upgrade project comprises the upgrading from gravel to paved of Dundonald Access Road.

The contract entails the construction of approximately 2647 m of gravel streets in Dundonald. The streets paved width shall be 6 meters between the kerbs. The paving shall be 80 mm paving type interlocking herringbone pattern. The edge protection of the paving shall be pre- fabricated Type 8b mountable kerbs or concrete edge beams. The storm water infrastructure shall entail small structures to canalize storm water away from properties.

PS2 DESCRIPTION OF THE SITE AND ACCESS

2.1 Location of site

The road under consideration is a local street located in Dundonald, Ward 5 under the CHIEF ALBERT LUTHULI MUNICIPALITY in the Gert Sibande District Municipality of Mpumalanga.

The GPS co-ordinates are as follows:

Start of Road 26°14'17.84" S & 30°49'43.95" E.

End of Road 26°14'30.94" S & 30°49'32.07" E.

2.2 Access to site

The works can be accessed from road N17 going to Waverley.

The contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his agents/deliveries to any property (Private or State Owned), fauna and flora and rights of way.

The contractor shall take cognizance of the aforementioned items and should allow in his rates tendered for any costs that could be incurred due to damages by the contractor.

PS3 DETAILS OF THE WORKS

A brief detail of the works for which this specification is applicable is as follows:

3.1 Upgrade from gravel to paved conditions

The actual scope of works for entails the following:

- In-situ roadbed preparation compacted @95% Mod AASHTO density.
- Construction of a 150mm thick G7 selected layer @93% Mod AASHTO density.
- Construction of a 150mm thick G5 subbase layer @95% Mod AASHTO density.
- Construction of a 150mm thick C3 base layer @ 97% Mod AASHTO density.
- Placement of a 25mm thick sand layer 6m wide under block paving.
- Placement of 80mm type interlocking concrete double zig-zag block paving layer.
- Placement of Figure 8b kerbing according to the drawings.

- Correction of the defects in the Works in accordance with the requirements specified in the Contract Document.

This description of the Works in not necessarily complete and shall not limit the work to be carried out by the Contractor under this contract.

3.2 Ancillary works

The following ancillary works shall form part of this contract:

- Relocation of powerlines.
- Subsoil drainage.
- Gabion erosion protection.
- Moving/replacement of existing fences.
- Landscaping of disturbed areas, including borrow pit rehabilitation.

3.3 Climatic conditions

The site of works is in a summer rainfall region with an average annual precipitation of 267mm.

3.4 Temporary Works

Opening of Borrow Pit.

3.5 Accommodation of Traffic

Access needs to be provided to properties along the road sections during construction.

3.6 Construction Materials

Tenderers must demarcate for themselves the location of sources of materials required for this construction.

3.7 Power Supply and other Services

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

3.8 Water for Construction Purposes

The contractor shall make his own arrangements regarding a suitable supply of water for the project and he must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates.

3.9 Contractor's Camp Site

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel. The choice of all sites for the establishment of a camp is subject to the approval by the engineer. Camp sites within the road reserve will not be permitted.

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

4.1 General

The Contractor is referred to ***SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts.*** These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

4.2 Drawings *(Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)*

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

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

At the completion of the Contract, the Contractor shall return to the Engineer all drawings, provided or made, during the contract period.

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

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Engineer for confirmation before he commences with any structural construction work. The Contractor shall also check all clearances which are given on the drawings and inform the Engineer of any conflicting dimensions.

Any destination names on road signs which may be indicated on the drawings are subject to confirmation by the Engineer before these signs are manufactured.

4.3 Responsibilities for design and construction *(Read with SANS 1921 – 1:2004 Clause 4.2)*

4.3.1 The responsibility strategy followed in this contract shall be A.

4.3.2 The pavement engineer responsible for the design in accordance with the specifications will be: TMS Consulting Engineers.

4.4 Planning, Programme and Method Statements *(Read with SANS1921-1:2004 clause 4.3)*

4.4.1 Preliminary programme

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

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

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

The following constraints shall be taken into account in preparing the preliminary construction programme which must be submitted with the Tender. These same constraints shall apply to the final construction programme:

a) the Contractor must indicate in his tender the proposed contract period;
b) plant and personnel requirements to complete the project must be incorporated in the Tender and shown on the programme;
c) a high standard of traffic accommodation must be adhered to at all times;
d) the relocation of services;

4.4.2 Programme in terms of Clause 5.6 of the General Conditions of Contract

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

The following must be stated on the programme:

(a) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
(b) A budget of the value of completed work, month by month, for the full contract period.
(c) The critical path.
(d) Works to be undertaken by Local Contractor (if applicable).
(e) Works to be undertaken by Sub-Contractors.
(f) Schedule of plant and resources to be utilized.

The Contractor's attention is also drawn to clause 5.7.1 of the General Conditions of Contract 2015.

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

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

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

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

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

4.7 Earthworks *(Read with SANS 1921 - 1 : 2004 clause 4.10)*

4.7.1 Borrow pits and spoil areas

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

4.8 Testing *(Read with SANS 1921 – 1 : 2004 clause 4.11)*

4.8.1 Process control

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

4.8.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer shall have his own acceptance control tests carried out by the dedicated site laboratory as approved by the client. The cost of acceptance testing shall be to the account of the client.

4.9 Site Establishment *(Read with SANS 1921 - 1 : 2004 clause 4.14)*

4.9.1 Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer and the Employer. Possible locations for a campsite shall be pointed out at the Site Inspection Meeting. The Contractor shall conform to all local authority, environmental and industrial regulations.

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

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his sub-Contractors are able to identify themselves as members of the construction team.

4.9.2 Accommodation of Employees

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

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

No informal housing or squatting will be allowed.

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

4.9.4 Facilities for the Engineer

A site office for the Engineer is required. The office must provide sufficient space and furniture (chairs and conference table) to house a meeting of 12 people.

No housing is required for the Engineer or his Representative. Communication costs and a laptop will be required for the use of the engineer's site staff.

4.10 Survey beacons *(Read with SANS 1921 - 1 : 2004 clause 4.15)*

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

4.11 Existing Services *(Read with SANS 1921 - 1 : 2004 clause 4.17)*

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

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

Services belonging to the following service owners are indicated on the drawings:

Service owner	Type of service
Eskom	Electrical/Power lines
Telkom	Telephone lines
CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY	Stormwater reticulation within the area

CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY	Water Reticulation and sewers

A provisional amount is included in the bill of quantities for the protection and/or shifting of services.

Two weeks prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately. The Contractor shall make provision in his programme for the location and/or shifting of services.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

4.12 Health and Safety *(Read with SANS 1921 - 1: 2004 clause 4.18)*

4.12.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.5.

4.12.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in Section C3.3, Part E of the tender documents as part of the Particular Specifications.

(b) Tenderer's Health and Safety Plan

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

(i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;

(ii) pro-active identification of potential hazards and unsafe working conditions;

(iii) provision of a safe working environment and equipment;

(iv) statements of methods to ensure the health and safety of sub-contractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5)*; monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations; details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to

appoint for the construction works in terms of Regulation 6 and other applicable regulations; and details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

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

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs.

4.12.3 Cost of compliance with the OHSA Construction Regulations

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

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

4.13 Requirements for Accommodation of Traffic *(Read with SANS 1921 - 2 : 2004)*

4.13.1 General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.
The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

4.13.2 Basic Requirements

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

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

4.13.3 Payment

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

4.14 Management of the environment *(Read with SANS 1921 - 1 : 2004 clause 4.19)*

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

4.14.1 Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable, detours, shall be sited in consultation with the Engineer and the local communities.
Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

4.14.2 Fires

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

4.14.3 Environmental Management Plan

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

PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the standard, standardised and particular specifications, allowance is made for a choice to be specified in the project specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains the necessary additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the relevant clause or payment item in the standard specification.

The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

In all cases where reference is made in COLTO to the “General Conditions of Contract” this will refer to the “General Conditions of Contract for Construction Works” 3rd Edition 2015. Reference made to a specific Clause in COLTO must the cross-referenced from the GCC2004 to the specific Clause number in GCC2015.

SECTION 1100: DEFINITION AND TERMS

In all cases where “Directorate Transport Planning” appears in the text or in drawings contained in this document it shall be read as “Province of Mpumalanga”.

SECTION 1300: CONTRACTOR’S SITE ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1301 PAYMENT

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

" ..... and provided the Contractor has fulfilled his obligations as far as the Engineer's office, laboratory and housing accommodation is concerned".

Add the following new pay item:-

Item		Unit
B13.01(a)	Services for Community Liaison Officer (provisional Sum) Months The CLO will be paid **R7500.00/pm**. Contractor will only claim Handling fee under item B13.01 (b)	
B13.01(b)	Handling cost and profit in respect of sub-items B13.01(a)	%
B13.03	Training:	
	(a) Provisional sum for training allowance to targeted labour undergoing training	
	(i) Technical Skills	No
	(ii) Generic Skills	No
	(iii) Entrepreneurial skills	No
	(iv) Remuneration of labours undergoing technical skills training.	No
	(v) Training Venue	No
	Payment of items will be based on acceptable quote from at least three accredited training service providers. Payment will be as invoiced from nominated service provider after completion of training. Contractor will claim handling fee under item B13.03 (b)	
	(b) Contractors handling costs, profit and all other charges in respect of sub-item B13.03 (a)	%

B13.04(d) Contractors time related obligation in OHS:

All staff and compliance in respect of occupational health and safety

Months Act and construction regulation will be paid by the contractor

B13.04(e) Contractors time related obligation EMP:

All staff and compliance in respect of Environmental Management

Months Plan regulation will be paid by the contractor

B13.05 Relocation and/or protection of existing services:

(a) By the contractor

Payment of the item will be based on actual length of relocation and or Protection of Services Including equipment to carry

out the required relocation and/or protection of services.

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

(b) By the service provider (provisional Sum)

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

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

B13.06 Information Board

Supply, transport to site and erect contract signboard Number (No.)

as indicated on drawing.

B13.07 Hand excavation to determine the position of existing

service in soft material m^3

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

B13.08 Covid 19 Health and Safety Mitigation Plan

(a) Sanitizer, Digital Thermometer, Face Mask, Fumigation Services, Surgical Gloves and Transparent Mask. Months

(b) Handling cost in respect of B13.07 (a) %

SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

B1401 OFFICES AND LABORATORIES

(c) General

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

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

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

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

B1401 MEASUREMENT AND PAYMENT

Amend the following pay items under item:

Item		Unit
B14.01 Office and laboratory accommodation		
(a)	Office accommodation for the Engineer	Month
	Payment will be provision of renting the office of the Engineer from local office parks or rental of mobile office space.	
(b)	Handling cost and profits in respect of sub-item B1401 (a)	%
B14.03 (b) Prime cost items and items paid for in a lump sum: Add the following sub-items		
	(d) Provisional Sums items	
	(i) Provision for use by the Engineer for an independent Geotechnical laboratory	No
	Payment will be as invoice by the independent laboratory for test conducted on instruction of Engineer	
	(ii) Handling cost and profits in respect of sub-item B1403 (d) (i)	%
	(iii) Provision for Training of Engineering Technician	
	Month Payment will be made monthly for the remuneration of Engineering Technician appointed by Client/Engineer for on-site Training.	

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

(v) Provision for use by Engineer of Surveyor No

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

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

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

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

(viii) Handling costs and profit in respect of subitem B14.03(d)(vx) above %

(ix) Provision of a direct independent telephone line for the Engineer Month
, including the cost of calls in connection with contract administration
and telephone rental

(x) Handling costs and profit in respect of subitem B14.03(d)(ix) above %

(xi) Provision of Covid Compliance Officer Month

Payment will be as invoiced by the Engineer for work conducted

(xii) Handling costs and profit in respect of subitem
B14.03(d)(xi) above %

(xiii) Provision of safety consultant Month

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

(xiv) Handling costs and profit in respect of subitem %
B14.03(d)(xiv) above

SECTION 1500: ACCOMMODATION OF TRAFFIC

B1502 GENERAL REQUIREMENTS

(e) Access to properties

Add the following:

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

(i) Traffic safety officer

Add the following after subclause (viii):

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

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

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

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

Add the following new sub clauses:

"(j) Handing over the site

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

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

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

(l) Land taken up for deviations

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

"(m) Maximum lengths of construction areas

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

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

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

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

B1503 TEMPORARY TRAFFIC CONTROL FACILITIES

Add the following after the first paragraph:

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

(b) Road signs and barricades

Add the following:

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

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

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

(c) Channelization devices and barricades

Add the following:

"Drums shall not be used as channelization devices.

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

a) It shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.

ii) The blade shall be retro-reflectorized, with class 1 yellow sheeting on the side facing oncoming traffic.

iii) It shall nominally be 1000mm high x 250mm wide and the bottom edge of the delineator shall not be more than 200mm above the road surface.

iv) It shall be subject to the approval of the Engineer.

The maximum spacing between centres of delineators shall be as shown on the drawings or as directed by the Engineer."

(e) Warning devices

Add the following:

"It is a requirement of this contract that all construction vehicles and plant used on the works will be equipped with rotating amber flashing lights and warning boards as specified in the standard specifications. Construction vehicles travelling outside the limits of construction areas shall however, not operate the warning lights.

The warning lights shall have a base diameter of at least 170mm and the amber bulb cover a height of a least 150mm high. It shall be a requirement that the contractor also provides the engineer's site personnel with warning lights for their vehicles (a maximum of two lights are required) without any payment applicable.

B1514 TEMPORARY FENCING AND GATES

Replace the contents of this clause with the following:

"Where temporary fencing is ordered by the engineer, it shall be paid for under item 55.06 of the standard specifications. The temporary fencing shall be new fencing material, which shall subsequently be dismantled and removed and erected at an alternative position as directed by the engineer. When ordered by the engineer, temporary fences and gates shall be moved to new locations or either left in place or when no longer required be dismantled and removed from site if so directed. Allowance is made in the bill of quantities for moving existing fences and gates."

Add the following clause:

B1517 RETRO-REFLECTIVE MATERIAL

"Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in Clause B 8118. The value of the coefficient of Retro-Reflection shall be at least 60% of the values indicated in Table B 8118/1."

B1518 MEASUREMENT AND PAYMENT

Renumber item 15.01 as B15.01 and add the following:

"The tendered rate shall also include for all measures necessary to safeguard traffic on temporary deviations during blasting operations."

Renumber item 15.03 as B15.03

Add the following sub-item:

"ITEM		UNIT
B15.14	**The provision and maintenance of rotating lights, etc. for the use of the Engineer and his staff**	
	(a) Rotating Amber lights	number (No)
	(b) Safety vests	number (No)

The unit of measurement shall be the number of Rotating Amber lights and Safety Vests supplied to the supervisory staff.

The tendered rate shall include full compensation for providing and maintaining hats and the jackets equipped with high visibility retro-reflective and/or fluorescent panels in red, yellow and white for the duration of the contract".

SECTION 1700: CLEARING AND GRUBBING

B1702: DESCRIPTION OF WORK

a) Clearing
Add the following:
Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish. Cross-sections for the determination of earthworks quantities shall be taken after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if applicable.
Payment for gabion boxes and mattresses which have to be removed and the material sorted and stacked shall be made under section 5200.

B1704: MEASUREMENT AND PAYMENT

Item	Unit
B17.08 Removal of existing structures	
a) Minor structures and parts of structures	cubic metre (m^3)
b) Lined channels and kerbing	metre (m)

The unit of measurement for item a) shall be the cubic metre of concrete, gabion structures, brick and or stone masonry removed/demolished and disposed of.

SECTION 2100: DRAINS

B2101: SCOPE

Amend the first paragraph to read:
"This section covers all work both rehabilitative and new work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the Employer's Agents, and the test flushing of subsoil drains."

B2104: SUBSOIL DRAINAGE

(a) Materials
(ii) Natural permeable material
Add the following to the 3rd paragraph:
"The crushed stone shall be coarse (19mm nominal) and shall be washed clean of all fines", conforms to the following specification:
Percentage passing through a 26,5mm sieve: 100 %.
Percentage passing through a 19,0mm sieve: 60-85 %.
(iii) Synthetic-fibre filter fabric
Under item (4) Selection, of this sub-clause, replace the 1st paragraph with the following:
"The filter-fabric used for subsoil drains shall be grade 2 and shall satisfy the criteria for a grade 2 geotextile as given in Table 2104/2."
(b) Construction of subsoil drainage systems
Add the following sub-clause:
"(v) Proving of pipes in subsoil drainage systems
On completion of the pipe laying and prior to backfilling, all pipe joints shall be surveyed as proof of their installation to line and level. After backfilling the pipes shall be proved by pulling through a cylindrical cleaning brush followed by a wooden mandrill ± 400mm long and 5mm in dia less than the bore of the pipe. Proving of pipes shall not be paid for separately and the cost thereof shall be deemed to be included in the rate tendered for laying the pipe."

B2107: MEASUREMENT AND PAYMENT

Item Unit

B21.01 Excavation for open drains

Add the following to the penultimate paragraph:
"The tendered rate shall also include full compensation for trimming the open drains"
"This item does not include the excavations for the earth channel along the road profile as per typical cross section, which is deemed included in the mass earthworks (Section 3300). This item is specifically for additional open drains leading away from the road profile, like mitre drains, etc."

SECTION 2200: PREFABRICATED CULVERTS

B2201: SCOPE

Add to Clause 2201 the following:
This section also covers work associated with the removal of existing pipes and their inlet and outlet structures.
The attention of the contractor is drawn to the fact that information given on the plans, longitudinal sections or drainage schedules may have to be altered to suit actual site conditions and, therefore, the contractor shall only construct these culverts after the Employer's Agent has verified the information on the drawings from detail surveys taken on site by the contractor as directed by the Employer's Agent.
Precast units shall be ordered by the contractor from actual measurements of length acquired on the site and not from lengths stated in the drainage schedule or from the bill of quantities.
No precast units shall be ordered until the Employer's Agent has satisfied himself that the proposed units have been manufactured to the required tolerances and loading standards. The Employer's Agent must be given the opportunity to load test units if he considers this necessary.

B2204: CONSTRUCTION METHODS

Add the following:
"In all cases where a soft founding material is classified as suitable for culvert bedding construction, the in situ material shall be ripped, moistened and compacted to 90% or 93% modified AASHTO density. The depth of preparation and compaction of founding material shall be as indicated on the drawings or as specified by the Employer's Agent. Allowance for measurement and payment for this work is made in the bill of quantities under this section."

B2205: EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

Add the following sub-clauses:
(d) Drainage of excavations
The contractor shall apply suitable, effective drainage and dewatering methods for preventing the ingress of water into the excavation and to keep them dry.
Drainage measures, with the exception of pumping, shall be maintained until the backfilling has been completed. Between various construction stages, pumping may be interrupted in consultation with the Employer's Agent.
Any draining or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.
Allowance for measurement and payment for dewatering and keeping dry of culvert excavations is made in the schedule in this section".

B2211: BACKFILLING OF PREFABRICATED CULVERTS

Add to the fourth paragraph of Clause 2211 the following:
Where backfilling is done in the upper layers of the road formation, the quality and strength of the backfill material shall at least match that of the surrounding layers.

B2212: INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

Add to Clause 2212 the following new sub-clause (j):
(j) Subsurface drain outlet into catchpits and manholes
Where required, sub-surface drain pipes shall be led into standard stormwater catchpits or manholes, as shown on the drawings or as directed by the Employer's Agent. This shall be done either by making provision during the construction of the chamber, or by breaking out and making good after completion of the chamber.

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

B2304: CONSTRUCTION

(d) Cast in-situ kerbs and channels

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

Where new kerbing and channelling has to be laid in an existing bitumen surface, the surface shall be neatly cut to a straight line with a suitable saw-cutting machine or similar approved means along the edge of the kerb or channel. The existing road foundation shall then be carefully removed over the width and depth required to construct the new kerb and channel. No payment shall be made for repair work as instructed by the Employer's Agent to damage caused by the cutting/excavation process of surfacing and base layers. Any concrete spilt onto the surfacing shall immediately be removed and cleaned. Where so required by the Employer's Agent the contractor shall, without any additional compensation, paint Emulsion over the stained surface.

Add the following new Sub-clauses to Clause 2304:

(l) Shrinkage joints for cast in-situ concrete work.
Unless shown otherwise on the drawings, cast in situ channels shall be provided with shrinkage joints spaced a maximum of 2m apart. Shrinkage joints shall be constructed so that shrinkage cracks are generated at the joints. Sections of channel which have cracked between shrinkage joints shall be removed and replaced by the contractor at his own cost.
(m) Formwork and finish
All visible edges of cast in-situ channels shall be rounded with a rounding tool. Formwork and finish of concrete kerbs and linings shall comply with the requirements of section 6200.

SECTION 3300: MASS EARTHWORKS

B3303: CLASSIFICATION OF CUT AND BORROW

(a) Classes of excavation

Add to Sub-clause 3303(a) the following:
(i) Soft excavation
Add the following at the end:
Or
"Soft excavation shall be excavation in material which can be efficiently ripped by a bulldozer with a mass of at least 35 tons when fitted with single tine ripper and an engine developing approximately 220 kW at the flywheel".

Remove item 3303 (a) (ii) Intermediate excavation. There will be no intermediate material measured in this contract and except from hard excavations all excavations must be considered as soft excavation.

(iii) Hard Excavation

Add the following:

A full survey including proto report of all dwellings within a radius of 200m of a blasting area needs to be conducted before blasting operations commence. The Contractor is liable for any damage that occurs to any structure, cable, sewer, pipe, etc. and immediately notifies the Employer's Agent of any such damage. The Employer's Agent arranges for the damage to be repaired by the owners of the damaged service and the cost of such repairs is deducted from any monies due to the Contractor.

B3306: CUT AND BORROW

(a) Dimensions of Cuts
Delete the third paragraph from Clause 3306(a), apart from the first sentence thereof.
Add the following:
Cut and borrow to fill will be measured under Item 33.01. The Contractor shall take note of the nature of the earthworks alongside the existing road. No extra over payments will be made in respect of the nature of the site or due to the dimensions of a particular cutting.

B3307: FILLS

(c) Benching

Add the following:
"Benching of fill and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and pavement layers where benching is required for widening of the existing road formation. Benching shall be undertaken as shown on the drawings.
It is a requirement that benching shall always be started at the bottom of the existing fill progressing to the top of the formation. The dimensions and details of benching are shown on the drawings."

(i) Widening of fills

In the eight paragraph of Sub-clause 3307(i), delete the sentence "An extra over payment for the widening of existing fills will apply under Item 13.16."
Add the following:

No extra over payments will be made in respect of the nature of the site or due to the dimensions of the fills being widened or constructed.

B3312: MEASUREMENT AND PAYMENT

General directions

Delete Note (3) Work in Restricted Areas and replace with the following:
On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.
Item

B33.01: Cut and borrow to fill, including free-haul up to 1,0 km:
B33.04: Cut to spoil, including free-haul up to 1,0 km:

The free-haul distance for cut and borrow to fill and cut to spoil is 1,0 km for this contract.

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

All layers shall comply with the requirements of Tables 3402/1, 3402/2, 3402/4 and 3402/5 of the Standard Specification. The requirements of Section 3500: Stabilization shall also apply to the relevant layers.
Material requirements for gravel pavement layers are in accordance with TRH4 and shall be indicated on the drawings.
There shall be no measurement of Intermediate class excavation. All excavation that is not Hard shall be deemed as Soft.

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3406 the following:

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8200: Quality Control (Scheme 1) of the standard specifications, as amended in these project specifications.

B3407 MEASUREMENT AND PAYMENT

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas. On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

SECTION 3500: STABILISATION

B3502 MATERIALS

(a) Chemical stabilizing agents
Delete sub-clauses (ii) Ordinary Portland cement *and* (iii) Portland blast-furnace cement *and replace with the following*:
"Cement shall comply with the relevant requirements of SANS 50197-1:2000. The use of strength classes greater than 32,5 shall not be permitted.
On this contract CEM II 32,5 shall be used for stabilisation purposes."

B3503 CHEMICAL STABILIZATION :

(i) Construction limitations
Add to Sub-clause 3503(i) the following:
Cement stabilization shall not be carried out during falling temperatures when the ambient air temperature falls below 7°C or during rising temperatures when the ambient temperature is below 3°C.

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1°C during the first three (3) days after stabilization. The Contractor shall be responsible for taking all measures necessary in this regard and shall especially refrain from stabilizing when such night temperatures are probable.

All stabilized layers which have been damaged by frost or by the formation of ice in the layer shall be removed and replaced by the Contractor at his expense unless agreed otherwise by the Employer's Agent. The Contractor shall make due allowance for these requirements in his construction programme, and no claims in this regard will be considered.

B3509 QUALITY OF MATERIALS AND WORKMANSHIP :

Add to Clause 3509 the following:
Test results and re-measurements shall be assessed in accordance with the provisions of Section 8200: Quality Control (Scheme 1) of the standard specifications, as amended in these project specifications.

The Contractor shall advise the Employer's Agent at least 24 hours in advance of any stabilization work to enable him to organise and conduct his own control tests.
Where the stabilising agent is to be spread by hand, the pockets of stabilising agent shall be placed on the layer at regular intervals. However, spreading shall not be carried out before the Employer's Agent is satisfied that the correct quantity of stabilising agent can be spread.
Stabilised layers shall be covered for curing within 24 hours, as specified. If the stabilised layer is found to have failed, the cover material shall be removed and the layer rectified if instructed by the Employer's Agent. No additional payment shall be made for such removal and remedial work.'

SECTION 5200: GABIONS

B5202: MATERIALS

Add the following new sub-clause:
(g) Concrete

Concrete work shall be carried out in accordance with the provisions of Sections 6200, 6300 and 6400.

B5203: CONSTRUCTION OF GABION CAGES

(a) General
Add the following new sub-clause:
"(iii) Reno mattresses or similar may be used as alternative to gabion boxes. These Reno mattresses are to be manufactured of 80mm x 100mm mesh (2,5mm diameter wires, diaphragm spacing 0,6m).

B5204: CONSTRUCTING GABIONS

(c) Assembly
Delete and substitute with:
(c) Assembly, erection and stretching

(i) Assembly
"Prior to assembly, the gabion material shall be opened out flat on the ground and stretched to remove any kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even. The four corners of the gabion boxes shall be laced first followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvages. It shall then be passed round two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation.
Gabion mattresses may be cut and re-joined to form a curved shape, or any other appropriate shape. An extra over rate shall apply when mattresses have to be cut and joined on instruction from the Employer's Agent.

(ii) Erection
Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed, shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These must be secured and reach at least to the top of the gabion box. Further gabions shall then be positioned in the structure as required, each being securely laced to the preceding one at all corners and diaphragm points.

(iii) Stretching
On completion of erection of a suitable length of gabion, the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes.
Whilst under tension the gabion boxes shall be securely laced along edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled."
(d) Rock filling
Add the following new sub-sub-clause:

(iii) General
"Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of rock of size not less than 120mm and not greater than 250mm so placed to produce a neat face and line with a minimum of voids.
Internal horizontal bracing wire shall be provided at 500mm vertical centres or such spacing to ensure a ratio of four to every 1m³ of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and

horizontal bracing wires inserted as filling is brought up.

Similar bracing wires used vertically shall be provided in 0,5mm deep gabions at 330mm horizontal centres where water falls directly onto gabions or where a neat face is required.
Tension on the gabion boxes shall be released only when sufficiently full to prevent the mesh from slackening.
Gabion boxes shall be overfilled by 20 to 50mm above their tops to allow subsequent settlement of the filling."

Add the following new sub-clauses:

(e) Final wiring
"Closing and wiring down of lids shall proceed as soon as possible after filling operations and certainly in the likelihood of storms or floods during construction. The wiring down shall consist of wrapping around wire at such intervals as required or specified.
Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all tying and bracing wires shall be turned into the gabion box on completion of all lacing operations.
Tightness of mesh, well packed filling and secure lacing is essential in all structures."

(f) Removal, dismantling and stacking of gabions
"Existing gabions, either damaged or not, that require to be removed or moved to a new location shall be dismantled. Material not required for re-assembly or unsuitable for re-use shall be neatly stacked at approved locations in accordance with the Employer's Agent's instructions. Payment will be made only for gabions removed in accordance with the written instruction of the Employer's Agent.
Where gabions require moving, or as declared suitable by the Employer's Agent are re-usable, the contractor shall re-use all the material, plus supply such new materials as may be required to re-assemble the gabion again to the standard specification for new gabions."

(g) Blinding Layer
Where indicated on the drawings, a blinding layer of 15MPa concrete 75mm thick shall be laid as a surface on which to place the gabions. The surface of the concrete shall be properly compacted and screeded to form a Class U1 surface finish as specified in Clause 6209 of the standard specification.

B5205: MEASUREMENT AND PAYMENT

Add the following new pay item:

Item		Unit
B52.06:	**Concrete Class 15/19 in Blinding Layer**	**cubic metre (m^3)**

The unit of measurement shall be the cubic metre of concrete in the blinding layer, constructed to the line and level indicated on the drawing or as instructed by the Employer's Agent.
The tendered rate shall include full compensation for furnishing all material and labour, including formwork as necessary, mixing, placing and compacting the concrete, and screeding to a Class U1 surface finish.

B52.07:	**Extra over Item 52.03(c) for cutting mattresses to suit**	**cubic metre (m^3)**

The tendered rate shall include full compensation for all costs associated with cutting gabion mattresses to the required shape and the re-joined pieces to form sound cages.

SECTION 5400: GUARDRAILS

B5402 MATERIALS

(a) Guardrails

Add the following:

Guardrails shall be of either 3.81m or 4m in length and shall comply with the requirements of SABS 1350.

(b) Guardrail posts

Timber posts shall be 1800mm long x 150 -175mm diameter and shall be pre-drilled.

(c) Reflective Plates

Type D reflectors are to be used.

SECTION 5600: ROAD SIGNS

B5601: SCOPE

This section also covers the supply and erection of permanent danger plates a culverts and bridges at the locations indicated on the drawings or as directed by the Employer's Agent.

B5602: MATERIALS

Add to Clause 5602 the following:
Concrete
Concrete for the footings shall comply with the requirements of Section 6400 of the specification.

B5603: MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards
Add the following:
"The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer's factory shall provide the Employer's Agent with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the Contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification."
(a) (ii) Steel profile road signboards
Add the following:
"Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.
Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour."

B5604: ROAD SIGN FACES AND PAINTING

Add the following new subclause:
"(e) Application of retro-reflective material
All sign faces shall be faced with diamond grade retro-reflective material. Painted front sign faces shall not be used.
Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification."

B5605: STORAGE AND HANDLING

Add the following:
"The following shall not be allowed on the sign face:
Drilling of holes, except for the fastening of overlays. Application of any form of adhesive. Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material. Covering the sign face with an impermeable material that does not allow free circulation of air."

B5606: ERECTING ROAD SIGNS

(c) Erection
Add the following:
"After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material's manufacturer.
All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the Employer's Agent."

B5608: DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following:

"Existing overhead and ground mounted road signs that are being replaced by new signs shall be dismantled and disposed of by the Contractor. Where possible the dismantling of the signs shall not be before the replacement sign is erected and displayed. Where dismantling of the sign is required before erection of the replacement sign, the dismantling shall not take place until immediately before work is to commence on the replacement, and the replacement shall be completed and the new sign displayed as soon as possible thereafter (within 72 hours).

Dismantling shall include sign panels and ground mounted sign supports.

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs.

Pay items are provided in the Bill of Quantities. Payment will differentiate between different types of sign panels."

B56.09: MEASUREMENT AND PAYMENT

Add the following new pay item:

Item	Unit
B56.01: Road sign boards with retro-reflective background	
Replace "Class I retro-reflective material" with "Class III retro-reflective material".	
B56.10: Danger Plates	
(a) Danger plates at culverts – W401	No
(b) Chevron plates at bridges and other locations – W401	No

Danger/chevron plates will be paid for as specified for item 56.04 (kilometre posts).

SECTION 5700: ROAD MARKINGS

B5702: MATERIALS

(a) Paint
(ii) Retro-reflective road-marking paint
Add to Sub-clause 5702(a)(ii) the following :
During actual painting the Contractor shall supply sealed samples of the paint to be used to the Employer's Agent together with details of the paint batch numbers and testing carried out on these particular batches by the paint manufacturer to prove compliance with this specification. These samples shall be kept until the end of the defects liability period.

B5704: MECHANICAL EQUIPMENT FOR PAINTING

Add to Clause 5704 the following:
The machine shall always operate in the direction of the traffic when applying lane markings.

B5707: APPLYING THE PAINT

Add the following:
"The Contractor's establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be on site or is required to move within the site."

B5711: GENERAL

Insert the following into the last sentence of the last paragraph between "black paint" and "or chemical paint remover":
", bituminous Emulsion, slurry"
Add the following to the last paragraph:
"Where black paint is used, it shall be matt."

SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

B5902: FINISHING THE ROAD AND ROAD RESERVE

Add the following to the first paragraph:

"The contractor shall pay special attention to the collection and removal of all waste materials originating from the construction activities. All materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the Employer's Agent.

This requirement shall be deemed to be incorporated in the tendered rates for item 59.01 of the bill of quantities or such other items as the contractor may decide upon.

SECTION 6100: FOUNDATIONS FOR STRUCTURES

B6106: FOUNDING

Add the following paragraph:
“Where founding takes place in soils or at “founding level” before placing of foundation fill the in-situ material in the bottom of the excavation shall be compacted to a density of 90% or 93% of modified AASHTO density as directed by the Employer’s Agent. The depth of preparation and compaction of founding material shall be specified by the Employer’s Agent. Allowance for measurement and payment for this work is made in the bill of quantities under this item.”

B6108: BACKFILL AND FILL NEAR STRUCTURES

a) General
Add the following:
(iv) "During backfilling within 1,0m of any concrete structure, or as directed by the Employer’s Agent, only hand operated mechanical compaction equipment shall be used to achieve the required density."

B6109: FOUNDATION FILL

Add the following after the 3rd paragraph:
"Granular foundation fill shall be constructed from selected subgrade material.
Add the following after the 6th paragraph:
Concrete screeds shall extend 100mm beyond the horizontal dimensions of all footings to facilitate the placing of formwork, unless otherwise directed by the Employer’s Agent.
In the case of structures where excessive ground water is encountered, the screed shall extend over the full plan area of the base of the excavation. Payment shall be made for the quantity of concrete calculated as the product of the specified thickness of the screed and the actual area of screed specified by the Employer’s Agent up to a maximum area of the product of the neat footing length plus 750mm and the neat footing width plus 750mm."

SECTION 6200: FALSEWORK, FORMWORK AND CONCRETE FINISH

B6205: CONSTRUCTION

(b) Formwork

(i) General

Add the following:

"Formwork to faces of structures with a gradient equal to or greater than ten vertical to one horizontal shall be classified as vertical formwork.

Formwork to faces of structures with a gradient of less than ten vertical to one horizontal, or equal to or greater than one vertical to ten horizontal, shall be classified as inclined formwork.

Formwork to faces of structures with a gradient of less than one vertical to ten horizontal shall be classified as horizontal formwork."

B6210: MEASUREMENT AND PAYMENT

Delete the heading "Note" and the subsequent paragraph after item 62.04.

SECTION 6400: CONCRETE FOR STRUCTURES

B6402: MATERIALS

(a) Cement

Replace the colon at the end of the first paragraph with a comma, and add the following:
“taking into account the adoption of the new SANS 50197-1:2000 code for cements, add the following new paragraphs:

“The type of cement to be used in any concrete element shall take into account the environmental conditions and durability requirements at the location of the site of the works, and shall be as approved by the Employer’s Agent.

With the exception of the standard SANS approved cement blends supplied by the primary cement producers, the blending of CEM1 and extenders shall not be permitted unless specifically approved by the Employer’s Agent on the basis of an acceptable quality assurance procedure.”

B6404: CONCRETE QUALITY

(b) Strength concrete

Add the following paragraph:
“The cement content for any class of structural concrete or mass concrete used in structures shall not be less than 300kg/m³ of concrete.

The contractor must provide the Employer’s Agent with complete mix designs and materials test results for strength concrete at least six (6) weeks before the first concrete is cast on the project" on Colto Form D2 complete with all required test results for stone, sand and water.

B6405: MEASURING THE MATERIALS

(c) Aggregates

Add the following:

"All concrete for structures shall be manufactured by mechanical mass batching unless authorised otherwise by the Employer’s Agent for minor concrete structures or for labour-intensive methods."

B6407: PLACING AND COMPACTING

(a) General

Add the following after the third paragraph:
"Concrete shall only be placed up to 20:00 at the latest. Under exceptional circumstances the Employer’s Agent may allow night work on condition that proper lighting arrangements can be made and a new and rested shift for night work is provided and ambient temperatures are such as to not adversely affect the setting of the concrete."

B6408: CONSTRUCTION JOINTS

(a) General

Add the following:
"No construction joints other than those indicated on the drawings will be permitted without the written approval of the Employer’s Agent".

B6409: CURING AND PROTECTING

Add the following:
The surface area of bridge and culvert floor slabs and decks shall be cured as follows:
(i) The area of freshly cast and finished concrete surface shall be immediately covered as specified in clause 6409(e).
(ii) After the concrete has set sufficiently the entire area shall be treated with an

approved resin-based curing compound as specified in clause 6409(f)."
(iii) Any vertical faces where formwork is removed before 7 days must be treated with an approved curing compound

B6414: QUALITY OF MATERIALS AND WORKMANSHIP

(a) Criteria for compliance with the requirements
Add the following:
"Quality control shall be carried out by the Employer's Agent as specified in Section 8200 : Quality Control (Scheme 1)."
Add the following new paragraph:
(d) Concrete cores - strength requirements
"Cores will only be drilled if authorised by the Employer's Agent. This will only be considered if the contractor's own cubes, when crushed by the Employer's Agent, attained the required 28-day cube strength."

SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS

B7302 MATERIALS

(c) Concrete Paving Blocks

Replace “SABS” in the second line with “SANS” and “Portland Cement Institute’s” with “Conrete Institute’s”.

The block shall be Class 2 with a minimum average ITS of 2.8 MPa and a minimum individual ITS of 2.5 MPa – all in accordance with SANS 1058 – 2007.

B7303 CONSTRUCTION

(c) Concrete Paving Blocks

The blocks shall be laid *herringbone* pattern.

SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

B8111: TESTS ON PAVEMENTS

B8111 (b) Straight-Edge Test for Surface Irregularities on Surfaces with a Coarse Surface Texture

Add to sub-clause 8111(b) the following:

The Contractor shall perform surface irregularity tests on base course by means of a 3,0 m straight-edge with the necessary wedge as described in Clause 8111 (b), and shall have the straight-edge and wedge on site throughout the production of the base course for the use of himself during process control testing and for the use of the Employer's Agent during acceptance control testing.

No separate payment shall apply to having the 3m aluminium straight edge available on site.

SECTION 8200: QUALITY CONTROL (SCHEME 1)

B8201: SCOPE

Add the following to Clause 8201 of the Specifications:
Quality control shall be carried out in accordance with the requirements of Section 8200: Quality Control (Scheme 1).

B8209: PROCESS CONTROL BY THE CONTRACTOR

Add the following:
For the purpose of this Contract process or quality control by the Contractor comprises at least the following:
Soil Tests:
Field densities, maximum dry density and optimum moisture content determinations, CBR, UCS, indicator tests (grading and PI), moisture contents and chemical tests relating to stabilizing agent contents;
Binder tests
Concrete tests:
Slump and cube crushing strengths

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

SECTION EMP ENVIRONMENTAL MANAGEMENT SPECIFICATION

SECTION OHS OHSA 1993 SAFETY SPECIFICATION

CONSTRUCTION OF DUNDONALD ACCESS ROAD

BID NO: ALMT21/2022

PARTICULAR SPECIFICATIONS

SECTION EMP: ENVIRONMENTAL MANAGEMENT SPECIFICATION

EMP.1 General

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

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

EMP.2 Training and Induction of Employees

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

EMP.3 Complaints Register and Environmental Incident Book

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

The following information must be recorded:

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

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

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

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

EMP.4 Site Cleanliness and Neatness

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

EMP.5 Access

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

EMP.6 Borrow Pits

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

EMP.7 Dust Control / Air Quality

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

EMP.8 Fauna

- Contractor staff may not chase, catch or kill animals encountered during construction.

EMP.9 Fire Prevention and Control

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

EMP.10 Grave Sites

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

EMP.11 Materials Handling and Spills Management

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

EMP.12 Noise

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

EMP.13 Pollution Control

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

EMP.14 Rivers and Streams

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

EMP.15 Safety

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

the construction and operation phases.

EMP.16 Soil Management

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

EMP.17 Worker Conduct

Code of Conduct for Construction Personnel:

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

EMP.18 Traffic Disturbances and Diversions

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

EMP.19 Vegetation

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

EMP.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.

- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section EMP11 and EMP16.

SECTION OHS: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

OHS.1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

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

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2014.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from bridge
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

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

OHS.2 DEFINITIONS

For the purpose of this contract the following shall apply:

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

(b) "**Contractor**" wherever used in the contract documents and in this specification, shall have the same meaning as "**Contractor**" as defined in the General Conditions of Contract.

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

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

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

OHS.3 TENDERS

The Contractor shall submit the following with his tender:

(a) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;

(b) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.

(c) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

OHS.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

(a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
(b) the use of explosives;
(c) construction work that will exceed 30 days or 300 person-days;
(e) excavation work deeper than 1,0m; or
(f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

OHS.5 RISK ASSESSMENT and SAFETY PLAN

5.1 Risk assessment

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

5.2 Safety Plan

The Safety Plan will be compiled in order to amongst others address the finding made during the Risk Assessment phase. The Safety plan will be compiled and submitted to the Engineer and Client for Approval. Construction work can only commence upon written approval of the Safety Plan by the Client.

OHS.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

OHS.7 APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

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

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

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

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

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

7.4 Health and safety committee

In terms of Sections **17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

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

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

(a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
(b) Fall protection as described in Regulation 8;
(c) Formwork and support work as described in Regulation 10;
(f) Excavation work as described in Regulation 11;
(g) Demolition work as described in Regulation 12;
(h) Scaffolding work as described in Regulation 14;
(i) Suspended platform operations as described in Regulation 15;
(j) Material hoists as described in Regulation 17;
(k) Batch plant operations as described in Regulation 18;
(l) Explosive powered tools as described in Regulation 19;
(m) Cranes as described in Regulation 20;
(n) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
(o) Control of all temporary electrical installation on the construction site as described in Regulation 22;
(p) Stacking and storage on construction sites as described in Regulation 26; and
(q) Inspections of fire equipment as described in Regulation 27.

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

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

OHS.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

(a) A copy of the OHSA 1993 Construction Regulations 2014;

(b) A copy of this Health and Safety Specification;

(c) A copy of the Contractor's Health and Safety Plan (Regulation 4);

(d) A copy of the Notification of Construction Work (Regulation 3);

(e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));

(f) A copy of the risk assessment described in Regulation 7;

(g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;

(h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;

(i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));

(j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));

(k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));

(l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));

(m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));

(n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));

(o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

OHS.9 CONTRACTORS RESPONSIBILITIES

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

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.
No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.
In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out

by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval.
The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chains (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles And mobile plant (Regulation 21

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

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

OHS.10 MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

C4: SITE INFORMATION

C4.1 LOCALITY PLAN

C4.2 TENDER DRAWINGS

C4.1 LOCALITY PLAN

The site is located in the Dundonald Area, Ward 5 within the Chief Albert Luthuli Local Municipality in the Mpumalanga province. The proposed access road is approximately 2.64km.

The co-ordinates of the start and end of the existing road to be upgraded are as follows:

Start @ Km 0.0: 26°14'17.84"S and 30°49'43.95"E
End @ Km 2.69: 26°14'30.94"S and 30°49'32.07"E

Figure 1: Project Locality

The Locality Plan is also included in the set of drawings.

C4.2 TENDER DRAWINGS

A separate booklet containing the reduced size tender drawings have been issued under Volume 2 (BOOK OF DRAWINGS) of the tender documentation.