



BID DOCUMENT

BID NUMBER: MLM/IDS/W4/R-SW/P1/25-26

IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

A Tender for Category 5CE or higher CIDB Registered Contractors

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Postal Address of Tenderer:	
Contact Person:	
Tel. No.:	
CIDB CRS Number(s):	
CSD number(s):	MAAA
This tender closes at 12:00 on Friday, 12 September 2025 at the Municipal Hall, in the offices of the Moretele Local Municipality located at 4065 B, Makapanstad 0404 NO LATE SUBMISSIONS WILL BE CONSIDERED	

Prepared For: Moretele Local Municipality 4065 B, Mathibestad Private Bag X367 MAKAPANSTAD 0404 Contact Name: Mr. P Molautsi or Ms Phenya Telephone: (012) 716 1300\47 or (012) 716 1300\14	Prepared by: Morula Consulting Engineers and Project Managers cc Unit 209, Waterford, 55 Invicta Road MIDRAND 1652 Contact Name: Mr H Tsanwani , Pr Tech Eng Telephone: 087 821 7033/ 0797283917
	In compliance with the Preferential Procurement Regulations, 2022 published in Government Gazette No. 47452 of 04 November 2022
	In compliance with the CIDB standards for uniformity



EXPANDED PUBLIC WORKS PROGRAMME

MORETELE LOCAL MUNICIPALITY

Tender No. MLM/IDS/W4/R-SW/P1/25-26

For

IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

Tender section of the document: Pages T1 – T62
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C1.3 Form of Guarantee	White
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C1.5 Retention Money Guarantee	White
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Part C2: Pricing Data	
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Employer


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T1: TENDERING PROCEDURES

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MORETELE LOCAL MUNICIPALITY

TENDER NO.: MLM/IDS/W4/R-SW/P1/25-26

T1.1 Tender Notice and Invitation to Tender

Moretele Local Municipality hereby invites prospective bidders as per below table:

Project Name	Bid Number	Compulsory Briefing Session	Bid Document Price	Availability of Bid Document	Evaluation Criteria	Closing Date and Time	CIDB
Proposals to provide professional engineering services and construction of Ward 15 Community Hall (Turnkey Contract)	MLM/IDS/C H/W15/25-26	12 August 2025 @ 10h00 Moretele Local Municipal Hall in Mathibestad	R1000.00	08 August 2025 (e-tender only)	80/20 80 – Price 20 – Specific goal	03 September 2025 @12h00	5GB
Ward 26 Basic Sanitation Phase 7	MLM/IDS/S/ P7/W26/25-26	12 August 2025 @ 11h00 Moretele Local Municipal Hall in Mathibestad	R1000.00	08 August 2025	80/20 80 – Price 20 – Specific goal	03 September 2025 @12h00	4CE
High mast lights in Ward 8	MLM/IDS/H ML/W8/25-26	12 August 2025 @ 12h00 Moretele Local Municipal Hall in Mathibestad	R1000.00	08 August 2025	80/20 80 – Price 20 – Specific goal	03 September 2025 @12h00	4EP
Implementation of Lebotlwane, Thulare bridge project in Ward 4	MLM/IDS/W 4/R-SW/P1/25-26	12 August 2025 @ 13h00 Moretele Local Municipal Hall in Mathibestad	R1000.00	08 August 2025	80/20 80 – Price 20 – Specific goal	12 September 2025 @12h00	5CE

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

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

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

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

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No late BIDs will be accepted.

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

Bids will be adjudicated according to the Moretele Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and the Preferential Procurement Regulations 2022, as well as the broad Based Black Economic Empowerment Act (Act 53 of 2003). Bids will remain valid for 90 days.

Inquiries may be directed to: Mr. P Molautsi Tel: (012) 716 1300\47 and Ms. M Phenya Tel: (012) 716 1300/1314



Mr S. Ngwenya
MUNICIPAL MANAGER

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Employer

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Contractor

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YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MORETELE LOCAL MUNICIPALITY					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain Management		DEPARTMENT	Infrastructure Development Services	
CONTACT PERSON	Ms.M Phenya		CONTACT PERSON	Mr. P Molautsi	
TELEPHONE NUMBER	012 716 1300/1314		TELEPHONE NUMBER	012 716 1300/1347	
E-MAIL ADDRESS	Modiegi.phenya@moretele.gov.za		E-MAIL ADDRESS	Pholoshho.molautsi@moretele.gov.za	

Employer

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Contractor

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Witness 2

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

DATE:.....

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T1.2 TENDER DATA

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

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

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

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

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	(b) Drawings (c) 'General Conditions of Contract for Construction Works, Third Edition, 2015' issued by the South African Institution of Civil Engineering (abbreviated title 'General Conditions of Contract 2015' – 'GCC 2015'). This document is obtainable separately and Tenderers shall obtain their own copy. (d) 'The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)'. These documents are obtainable separately and Tenderers shall obtain their own copies. (e) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 423 of 2019 as amended. In addition, Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations, and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.
C.1.4	The Employer's agent for the purpose of this tender is deemed to be the authorized and designated representative of the Employer: Name of the Firm: Morula Consulting Engineers and Project Managers cc Contact Person: Hulisani Osgood Tsanwani Tel: 072 791 9934 Fax: (086) 558 6446 E-mail: hulisani@morulaconsulting.co.za
C.1.5	Cancellation and Re-Invitation of Tenders
C.1.5.1	An Employer may, prior to the award of the tender, cancel a tender if a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation. b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
C.1.5.3	An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time
C.2	Tenderer's obligations
C.2.1	Eligibility Only those tenderers who satisfy the following criteria are eligible to submit tenders: a) CIDB registration Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A)

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	of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, for a 5CE or higher class of construction work. Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires. Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, are not eligible to have their tenders evaluated. Joint Ventures are eligible to submit tenders provided that: a) every member of the joint venture is registered with the CIDB; b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status, and c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019.
C.2.1.1	Only those bidders who satisfy the following eligibility criteria are eligible to submit bids: - the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; - the Tenderer does not have the legal capacity to enter into the contract; - the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; - The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; - The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; - The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation

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	applicable to the work in the contract.
C.2.2	
C.2.2.1	The tenderer must be notified of all arithmetic errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of the rates / prices as corrected by the Employer's Agent without changing the tender amount / final offer.
C.2.2.2	Cost of Tender The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer or Employer's Agent for printing the documents
C.2.3	Check Documents Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.
C.2.4	Confidentiality and Copyright of Documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
C.2.7	Seek Clarification The arrangements and venue for the compulsory Clarification Meeting are: Venue: Moretele Local Municipality, Municipal Hall, 4065 B, Lebotloane, Makapanstad 0404. Date: 12 August 2025 at 13:00 PM Contact Person: Hulisani Osgood Tsanwani Tel: (087) 821 7033 /0797283917 Fax: (086) 558 6446 Email: admin@morulaconsulting.co.za thavha@morulaconsulting.co.za
C.2.8	Insurance Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
C.2.9	Pricing the Tender Offer
C.2.9.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain fixed, final and binding for the full duration of this contract.
C.2.11	Alterations to Documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations (refer to the standard condition of Tender).
C.2.12	Alternative Tender Offers No alternative tender offers will be considered
C.2.13	Submitting a tender offer
C.2.13.1	Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data
C.2.13.2	Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
C.2.13.5	Tender offers shall be submitted as original only. The package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.
C.2.13.6	Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tender offer package is: Title to appear on envelope one (1): "BID NUMBER: MLM/IDS/W4/R-SW/P1/25-26 - IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4" This envelope must contain the returnable SCM Documentations, Relevant Annexures and Appendixes. This envelope must contain printed copies of all the pages in this document, duly completed and signed, inclusive of the pricing schedules (bill of quantities), which must be submitted in one envelope as detailed below. For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked and are easily identifiable by the company's logo or name. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of Tender Box: Moretele Local Municipality Physical Address: 4065 B, Mathibestad, Makapanstad 0404. Identification Details: Tender No. MLM/IDS/W4/R-SW/P1/25-26
C.2.13.7	Seal the original tender offer in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data. A two-envelope system will not be followed .
C.2.13.8	Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail and late tenders will be rejected by the Employer.
C.2.14	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as non-responsive.
C.2.15	Closing time The closing time for submission of Tender Offers is: 12h00 PM, 12 September 2025


Employer


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Witness 1


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	The Moretele Local Municipality is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.
C.2.16	The tender offer validity period is ninety (90) days from the closing time for the submission of tenders.
C.2.18.2	Over and above the information resources stipulated in the evaluation criteria, the Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19 I	Inspections, tests, and analysis Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.20	Submit securities, bonds, and policies If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies, and certificates of insurance required in terms of the conditions of contract identified in the contract data.
C.2.23	The Tenderer is required to submit his/her tender with all documents and schedules listed under T2.1 and T2.2 The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.
C.2.24	Canvassing and obtaining of additional information by tenderers The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
C.2.25	Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person - a. who is in the service of the state; or b. if that person is not a natural person, of which any director, manager, principal shareholder or c. stakeholder is a person in the service of the state; or d. a person who is an advisor or consultant contracted with the Municipality. 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; e. provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f. a member of the accounting authority of any national or provincial public entity; or g. An employee of Parliament or a provincial legislature.

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	In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
C.3	The Employer's undertakings
C.3.1	Respond to requests from the tenderer The Employer will respond to requests for clarification received up to three (3) working days before the tender closing time
C.3.2	Issue Addenda Addenda will be issued until five (5) working days before the tender closing time.
C.3.5	The time and location for the opening of the tender offers are: Time: 12:00 Friday, 12 September 2025 Location / Venue: Moretele Local Municipality, 4065 Mathibestad, Makapanstad 0404
C.3.9	
C.3.9.1	Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3 for: a. the gross misplacement of the decimal point in any unit rate; b. omissions made in completing the pricing schedule or bills of quantities; or c. arithmetic errors in line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.
	The arithmetical errors shall be corrected in the following manner: a. Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. b. If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. c. Where there is an error in the total of the prices either as a result of other Corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above
C.3.11	Functionality, Price and Preference The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 4 Stages/ Phases .
C.3.12	The procedure for the evaluation of responsive tenders is Functionality, Financial offer, Preference and Objective criteria) as explained in the CIDB's Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1). Breakdown points for Functionality points are outlined below. The procedure for the evaluation of responsive tenders is detailed as follows:


Employer


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	Phase One: Responsiveness to the eligibility criteria, bid and mandatory requirements and rules. Tenderers that do not meet the compliance requirements stipulated above will be disqualified from further evaluation. Phase Two: Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation. Tenderers which do not meet minimum functionality points of 70% will then be rejected. Phase Three: Bidders passing all stages above will thereafter be evaluated on PPPFA (80/20 or 90/10.) Phase Four: Objective criteria and Risk analysis
	PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES: Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration: 1. Tender Document (This Document must be submitted in its original format) 2. Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. 3. Tenderer must be registered with cidb in the correct grading and class of works as per the tender notice and requirements and the status on cidb must be active during award stage. It is the responsibility of the tenderer to keep the status on CIDB active throughout bidding process (i.e from advert till award stage). 4. Tenderer must be a legal entity or partnership or joint venture or consortia. 5. Form of offer and Acceptance (fully completed and signed) 6. MBD 4- Declaration of Interest (fully completed and signed) 7. MBD 5-Declaration for procurement above R10 million (all applicable taxes included) - (fully completed and signed) 8. MBD 8- Declaration of Bidder's past Supply Chain Management Practices. (Completed and signed) 9. MBD 9- Certificate of Independent Bid Determination. (Completed and signed) 10. Compulsory Enterprise Questionnaire (Completed and signed) 11. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered. 12. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV. CIDB regulations and prescripts apply. 13. Resolution to Sign (if applicable) must be completed and furnished with the tender. 14. Attendance of compulsory briefing meeting (where applicable) 15. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Tenderers are also not allowed to submit a bid/ quotation whilst they are in agreement with other tenderers in the form of joint ventures or consortiums. 16. Bidder (Company or director/partner or sole propriety) must attach proof of municipal rates on municipality letterhead which are not older than 90 days. If the statement of municipal rates is not in the name of the bidder, an affidavit from SAPS must be attached. or Letter of traditional authority not older than 90 days for the bidder. OR In case of a lease agreement, a signed lease agreement by


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Witness 2

both parties(lessor & lessee), an affidavit indicating that the bidder and/or the director does not have municipal account and that the municipal services, rates and taxes are paid by the property owner must be attached. The tenderer will be rejected if it has failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges (where they are applicable) are in arrears for more than three months.

17. If the tenderer is required by law to prepare annual financial statements for auditing, it must submit its audited annual financial statements— (aa) for the past three years; or (bb) since their establishment if established during the past three years.

18. Relevant letter of Good Standing with the Compensation for Occupational Injuries and Diseases

Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):

1. MBD 1 form
2. The bidder must be registered on the Central Supplier Database (CSD) prior the award.
3. All tenderer's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
4. The bidder must complete section 1.3.1.2 of the Preference Points Form to claim points on Specific goals. Non completion of the schedule / form will result in a bidder losing preferential points.

PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:

1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set.
2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.
3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9.
4. A Tender scoring an average score below **70 points** in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation.
5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so.
6. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality.

PHASE THREE: EVALUATION POINTS ON PRICE AND SPECIFIED GOALS

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

Criteria	Points
Points on Price	80
Specified Goals	20
Total	100

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

(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

The financial offer will be scored using the following formula:

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

The value of value of W_1 is:

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

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

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

NOTE:

The tenderer must submit a CSD number, CIPC documents indicating share ownership or directorship of the company or a comprehensive CSD report which must indicate the names of the owners, their gender, race, age, whether there is a person living with disability or not and the address of a company (first address on CSD), in order to claim the preferential procurement points.

In the case of a Joint Venture, the first table on Paragraph 8 in the preference points claim form (Table 1) must be completed by all partners of the JV. The second table (Table 2) must be completed with information related to HDI ownership in the JV, the last column will then be used for purposes of claiming points above.

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	PHASE FOUR: OBJECTIVE CRITERIA AND RISK ANALYSIS 1. The Employer reserves the right not to appoint the highest point scorer, when any of the objective criteria are taken into consideration: When the tenderer has any of the following: - It has been removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract. If it is a JV, any of the JV partners. - It has completed the project with the Employer after being put on penalties. - It has completed the project after having being issued with Health and Safety non compliances (such as Contravention notices, prohibition notices, fines, site closures); - It is litigating against the Employer on matters relating to tender processes and such processes have not been concluded by the courts of the country; - It must be noted that the financial health of the tenderer will be assessed, if deemed necessary, to ensure that the service provider will be able to operate as per required deliverable. It may be overlooked if the Employer is not satisfied that the tenderer will be able to deliver to the tenders of the contract; - The tenderer has unduly high or unduly low tendered rates in the tender offer. In this regard, and a financial risk analysis has been performed to verify whether the costs are reasonable and balanced. - In terms of unduly high tendered amounts in the tender offer, negotiation process as outlined in Regulation 24 of the MFMA Regulations will apply. 2. This tender will be considered as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will increase the commercial risk of the tender and may lead to elimination or passing over of the tenderer. Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the Moretele Local Municipality estimate will be used as a guide to indicate financial risk.
C.3.11.9	All proposals will be evaluated in terms of functionality with a maximum of 100 functionality points. All proposals meeting minimum scores of 70 points will be considered for the next final evaluation stage whereby proposals will be evaluated in terms of Price and Preference. The score for functionality will be calculated using the following formula: $W_Q = W_2 \times \frac{S_o}{M_s}$ Where: W₂ = is the percentage score given for quality and equals 100 S_o = is the maximum possible score for quality allocated to the submission under consideration M_s = is the maximum possible score for quality in respect to the submission The quality will comprise scores for the following based on criteria indicated in the respective tender returnable schedules:

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Evaluation Criteria		Scoring System		Maximum Score	Tenderer Score
1.	Note: copies of appointment letters / work-orders with project completion certificate on letterheads of the institution, regarding similar work are required with the following information contained: (i) Description, (ii) Value, (iii) Actual Construction period, (iv) Date completed. In addition, please ensure that the completed project listed will also be included in the “Schedule of Tenderer’s Completed Projects” form, which is attached as a returning document in this bid.				
1.1	Company/ Entity’s work experience in High Mast Lights Projects	Similar Tender Experience	30	30%	
		Over 5 similar projects	30		
		3 - 5 similar projects	20		
		1 - 2 similar projects	10		
		No attachments	0		
1.2	Civil Related Works such as Electrifications, Reticulations, Substations, etc	Related Tender Experience	10	10%	
		Over 5 similar projects	10		
		3 - 5 similar projects	5		
		1 - 2 similar projects	2		
		No attachments	0		
2.	Financial References (Demonstrate financial capacity to execute the projects, by attaching a letter from the bank with their rating)	2.1 Bank Rating	5	10%	
		Bank rating of “A&B”	5		
		Bank rating of “C”	3		
		Bank rating of “D”	2		
		Bank rating of “E” & below	1		
		Bank Rating Letter not attached	0		
		2.2 Audited Financial Statement	5		
3.	Key Personnel Experience and qualification of Key Staff Note: Name/s of Various Employees occupying the positions below must be stated; certified copies (not older than 3 months) of	3.1 Contract Manager	15	30%	
		a. BScEng/ BTechEng Civil b. 5-10 years of relevant experience	15		
		a. N Dip Civil Eng b. 5-10 years of relevant experience	10		
		a. Neither of the above	0		
		3.2 Site Agent	10		
		a. NQF Level 5 Certificate/ N6 (Civil) b. 5 years of relevant experience	10		
		a. NQF Level 5 Certificate/ N6(Civil) b. 3 years of relevant experience	5		

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	qualifications must be attached in order to qualify for points.	3.3 Site Foreman	5		
		a. NQF level 4/ N3(Civil) b. 5 years of relevant experience	5		
		a. NQF level 3/ N3(Civil) b. 3 years of relevant experience	3		
		3.4 Occupational Health and Safety (OHS) Officer	5		
		a. NQF level 5 (SAMTRAC/ Diploma/ Formal Tertiary Qualification) b. Registration as CHSO (SACPCMP) c. 5 years of relevant Occupational OHS experience within the construction industry.	5		
		a. NQF level 5 (SAMTRAC/ Diploma/ Formal Tertiary Qualification) b. 3 years of relevant Occupational OHS experience within the construction industry.	3		

Evaluation Criteria		Scoring System		Maximum Score	Tenderer Score
4.	Availability of Plant and Equipment necessary for construction	Plant and Equipment	30	20%	
		a. Grader, TLB, Water Tanker, Tipper Trucks, Roller - own	20		
		b. Grader, TLB, Water Tanker, Tipper Trucks, Roller – Lease Agreement in place	10		
		c. Grader, TLB, Water Tanker, Tipper Trucks, Roller – letter of intent to hire – no agreement	05		
		No attachments	0		
Note: These plants and equipment can be owned or rented. Attach proof of ownership or intention to lease if renting (attach intention to lease letter and proof of ownership for the plants and equipment from the leaser). Tenderers are to submit ownership proof in the name of the company/ director to claim for full (100%) points or a Lease agreement to claim for half (50%) points.					
TOTAL EVALUATION POINTS SCORE FOR QUALITY, TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON-RESPONSIVE				100%	

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SPECIFIED GOALS ALLOCATION TABLE		

Employer

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T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

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

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

A	Certificate of Attendance at Clarification Meeting.....	T23
B	Record of Addenda to Tender Documents	T24
C	Certificate of Authority (On Company Letterhead)	T25
D	Compulsory Enterprise Questionnaire.....	T30
E	Plant and Equipment	T31
F	Experience of Tenderer (Schedule of Work Satisfactorily Carried out by Tenderer) .	T32
G	Proposed Subcontractors	T33
H	Key Personnel (Schedule)	T34
I	Deviations and Qualifications	T36
J	Contractor's Health and Safety Declaration.....	T37
K	Tenderer's BEE Verification Certificate	T39
L	Schedule of Alternative Tenders.....	T40
M	Tender's Participation in Job Creation Using Local Labour.....	T41
N	Tenderer's Banking Details and Rating	T42
O	Municipal Account for The Business / Directors Not Owing for More Than 90 Days or Municipal Account from Private Provider or Statement of Account from Landlord with Valid Lease Agreement.	T43
P	CIDB Registration Certificate	T44
Q	Proof of Registration of Bidder and Certified ID Copies of Owners/Directors/Shareholders	T45
R	CSD Summary Report (not Older than one month).....	T46
S	Relevant Letter of Good Standing with the Compensation for Occupational Injuries and Diseases	T47
T	MBD 4: Declaration of Interest	T48
U	MBD 5: Declaration for Procurement Above R10 Million (Vat Included).....	T49
V	MBD 6.1 Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022	T52
W	MBD 7.2: Contract Form – Rendering Services	T56
X	MBD 8: Declaration of Bidder's Past Supply Chain Management Practices	T58
Y	MBD 9: Certificate of Independent Bid Determination	T60
Z	Preliminary Construction Programme (and Monthly Cashflow).....	C53

Employer

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Witness 2

Contractor

Witness 1

Witness 2

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

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

A. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*)

of (*address*)

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

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

Particulars of the person attending the meeting:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:

Municipal Stamp

Employer

Witness 1

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Contractor

Witness 1

Witness 2

B. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Please attach all Addenda to this page

SIGNATURE:

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C. CERTIFICATE OF AUTHORITY

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

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

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

(I) CERTIFICATE FOR SOLE PROPRIETOR

I, hereby confirm that I am the sole owner of the

business trading as:.....

Specimen Signature of Sole Owner:

Date:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

(II) CERTIFICATE FOR CLOSE CORPORATION

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

Signatures of Members:

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory:

Date:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

(III) CERTIFICATE FOR PARTNERSHIP

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

.....

hereby authorise Mr/Ms

acting in the capacity of....., to sign all documents in connection with the

tender for Contract No. and any contract resulting from it on

our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(IV) CERTIFICATE FOR COMPANY

I..... , chairperson of the Board of Directors
of....., hereby confirm that by resolution of the Board
(copy attached) taken on 20,
Mr/Ms..... , acting in the capacity of
..... , was authorised to sign all documents in
connection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman:

Specimen Signature of Signatory:

Date:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

(V) CERTIFICATE FOR JOINT VENTURE

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

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

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No MLM/IDS/W4/R-SW/P1/25-26

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

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

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE NAME AND CAPACITY
Lead Partner		

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

Employer

Witness 1

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Contractor

Witness 1

Witness 2

D. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished:

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
Section 1: Name of enterprise:			
Section 2: VAT registration number, if any:			
Section 3: CIDB registration number, if any:			
Section 4: CSD number:			
Section 5: Particulars of sole proprietors and partners in partnerships:			
Name*	Identity number*	Personal income tax number*	
<i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>			
Section 6: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:			
i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;			
ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;			
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.			
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and			
v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.			
Signed		Date	
Name		Position	
<i>Enterprise Name</i>			

Employer

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Witness 2

Contractor

Witness 1

Witness 2

D. PLANT AND EQUIPMENT

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

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

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

SIGNATURE:

DATE:

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

Employer

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G. KEY PERSONNEL

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

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

DESIGNATION	NAMES	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED
Contract Manager. Proof of registration with BScEng or BTechEng, (Preferably a SACPCMP or PMP registered individual)				
Qualified Site Agent or Supervisor (N6 Civil)				
Qualified Foreman(N3 Civil)				
Safety / SHEQ Officer. Proof of Safety Health and Environmental Qualification and SACPCMP registration				
Qualified Civil Engineer or Technologist or Technician. Proof of Professional registration is required				

Attach additional pages if more space is required

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

DATE:

Employer

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H. DEVIATIONS AND QUALIFICATIONS

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

[illegible]

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

Witness 1

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I. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

(* = delete whatever is not applicable)

4. Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

Employer

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-
- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
- (i) By whom will training be provided?
- (ii) When will training be undertaken?
- (iii) List the positions to be filled by persons to be trained or hired:
-
-
- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:
- Name of proposed subcontractor:
- Qualifications or details of competency of the subcontractor:
-
-
5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable, sufficiently documented and coherent site specific Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Health and Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014 and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

J. TENDERER'S BEE VERIFICATION CERTIFICATE

Notes to tenderer:

1. The tenderer shall attach to this form a valid original or original certified copy of the BBBEE verification certificate issued by SANAS in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 subject to such certificate having been issued before 17 February 2016, alternatively submit the B-BBEE verification certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry.
2. A Sworn Affidavit signed and stamped by commissioner of oath
3. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be attached.
4. The attached verification certificate and the associated assessment report shall identify:
 - a. The name and domicilium citandi et executandi of the tenderer.
 - b. The registration and VAT number of the tenderer.
 - c. The dates of granting of the B-BBEE score and the period of validity.
 - d. The expiry date of the verification certificate.
 - e. A unique identification number.
 - f. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - g. The name and/or mark/logo of the B-BBEE verification agency or registered auditor.
 - h. The category (Generic, QSE, Exempt) in which the tenderer has been measured.
 - i. The B-BBEE status level.
 - j. The South African National Accreditation System (SANAS) or Independent Regulatory Board of Auditors (IRBA) logo on the verification certificate once verification agencies have been accredited.
 - k. The B-BBEE procurement recognition level.
 - l. The score achieved per B-BBEE element.
 - m. The % black shareholding.
 - n. The % black women shareholding.
 - o. The % black persons with disabilities
 - p. The value added status of the tenderer.
5. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format

The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected verification agency or registered auditor and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form. Failure to abide by this requirement will result in such tenderer scoring zero preference.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

K. SCHEDULE OF ALTERNATIVE TENDERS

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

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

[illegible]

SIGNATURE:

DATE:

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

Witness 2

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

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

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

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

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

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

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

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

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

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

Name:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2
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M. TENDERER'S BANKING DETAILS

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

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

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

- (a) Name of account holder:
- (b) Account number:
- (c) Bank name:
- (d) Branch number:.....
- (e) Bank rating (include confirmation from bank or financial institution):
- (f) Bank and branch contact details:
-
-
-
-
-

SIGNATURE:

DATE:

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

Submit the following:

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

O. CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

Attached hereto is my/ our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate with my/our tender document will lead to the conclusion that I am/we are not registered with the CIDB and therefore not eligible to tender.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

P. PROOF OF REGISTRATION OF THE BIDDER

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Q. CSD SUMMARY REPORT

(Important note to Tenderer: Proof of Central Supplier Data Base registration (CSD) valid and (Compliant) on tender closing date must be attached)

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Employer

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Witness 1

--

Witness 2

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Contractor

--

Witness 1

--

Witness 2

**R. RELEVANT LETTER OF GOOD STANDING WITH THE COMPENSATION FOR
OCCUPATIONAL INJURIES AND DISEASES**

(Important note to Tenderer: Certificates of good standing with the Compensation Commissioner must be inserted here)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

S. MBD 4: DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

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

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

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

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

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

3.

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

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

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

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Name of Bidder

.....
Capacity of Signatory

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

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

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

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

.....
.....

2. Do you have any outstanding undisputed commitments for Municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**

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

- 2.2 If yes, provider particulars.

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

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

YES / NO

- 3.1 If yes, furnish particulars

.....
.....

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

YES / NO

- 4.1 If yes, furnish the particulars

.....
.....

SIGNATURE:

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

V. MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to **Moretele Local Municipality** in accordance with the requirements and task directives/proposals specifications stipulated in **Bid Number MLM/IDS/W4/R-SW/P1/25-26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:

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

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



Employer



Witness 1



Witness 2



Contractor



Witness 1



Witness 2

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

X. MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying tender:

MLM/IDS/W4/R-SW/P1/25-26
CONSTRUCTION OF INTERNAL ROADS AND STORMWATER IN WARD 24 PHASE 1

.....
(Tender Number and Description)

in response to the invitation for the tender made by:

Moretele Local Municipality

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

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

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

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

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

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

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

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

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

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


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

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

.....
Signature

.....
Date

.....
Full name of Signatory

.....
Capacity of Signatory

.....
Employer

.....
Witness 1

.....
Witness 2

.....
Contractor

.....
Witness 1

.....
Witness 2

VOLUME 2

CONTRACT


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

C5: DRAWINGS

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

CONTRACT

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

Tender No. MLM/IDS/W4/R-SW/P1/25-26: IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

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

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

The offered total of the prices inclusive of Value Added Tax is:

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

R.....(in figures)

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

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

Name: (of signatory in capitals):

Capacity: (of Signatory):

Name of Tenderer: (organisation):

Address:

Telephone number: Fax number:

Witness:

Signature:

Name: (in capitals):

Date:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B. ACCEPTANCE

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

The terms of the contract are contained in

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

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

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

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

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

Signature:

Name: (in capitals)

Capacity:

Name of Employer (organisation)

Address:

.....

Witness: Signature: **Name:**

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C. SCHEDULE OF DEVIATIONS

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

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

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

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

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

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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organisation)*
.....

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*
.....

Witness:

Signature:

Name:

Date:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

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

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

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

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

C1.2.1.2.2 AMENDMENTS TO THE GCC 2015

SCC 1.1 Definitions

Add the following to the end of subclause 1.1:

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

SCC 4.1.1 Extent of Contractor's obligations

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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

SCC 6.8.2 Application of Contract Price Adjustment Factor

Add the following to the end of subclause 6.8.2:

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

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

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

“M” is the “Materials Index” and shall be the Producer Price Index for “Electrical material or similar ” industry as published in Table 3 of the Statistical release P0151 of Statistics South Africa.

“F” is the “Fuel Index” and shall be the Producer Price Index for “Diesel fuel” as published in Table 4 of the Statistical release P0151 of Statistics South Africa.”

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

PART A: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

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

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

Private Bag X200
Halfway House, 1685
South Africa
Tel: 27(0) 11 805 5947 /48 /53

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

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

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

CONTRACT SPECIFIC DATA

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

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
1.	GENERAL
	<i>Replace the contents of Clause 1.1.1.5 with the following:</i>
Clause 1.1.1.5:	The "Commencement Date" means the date on which the contractor receives written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
Clause 1.1.1.13:	The Defects Liability Period for the Works shall be 365 days.
	<i>Add the following to the end of this definition:</i>
Clause 1.1.1.14:	This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for achieving Practical Completion is <u>Four (6) months</u> from the Commencement date, including non-working days, special non-working days, and excluding Eskom connection activities.
Clause 1.1.1.15:	Name of Employer: Moretele Local Municipality is represented by: The Municipal Manager

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 1.1.1.16:	Employer's Agent means any Director, Associate or Professional Engineer/Technologist appointed generally or specifically by the management of the Employer to fulfil the functions of the Employer's Agent in terms of the Conditions of the Contract. Name of Employer's Agent: Hulisani Osgood Tsanwani, PrTechEng, Director of Morula Consulting Engineers and Project Managers
Clause 1.2.1.2:	Address of Employer's Agent: Unit 209,Waterford,55 Invicta Road MIDRAND 1652
Clause 1.1.1.26	The Pricing Strategy is Re-measurement Contract
Clause 1.2.1 ;	<i>Add the following to the clause:</i> 1.2.1.3 Sent by facsimile, electronic, or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.
Clause 1.2.1.2:	The address of the Employer is: Moretele Local Municipality 4065 B, Makapanstad 0404 Private Bag X 367 Makapanstad 0404
Clause 1.3.6:	<i>Add the following new Clause:</i> The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.
Clause 3.1.3:	The Engineer (Employer's Agent) is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties: 3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions. 3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.
4. Clause 4.1.1 as modified by SCC 4.1.1	CONTRACTOR'S GENERAL OBLIGATIONS The penalty for failing to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprise in terms of Part E: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, is 10% of the monetary value by which the achieved monetary value falls short of the target monetary value.
Clause 4.1.2:	<i>Add the following to the clause:</i> The Contractor shall provide the following to the Engineer (Employer's Agent) for retention by the Employer or his assignee in respect of all works designed by the Contractor: 4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer/ Technologist confirming that all such works have been designed in accordance with the appropriate codes of practice. 4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s). 4.1.2.3 design calculations should the Employer's Agent request a copy thereof. 4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer/ technologist), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto. 4.1.2.5 "As-Built" drawings in dwg, dgn or dxf electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.
Clause 4.3.3:	<i>Add the following new clause:</i> The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
Clause 4.3.4:	<i>Add the following new clause:</i> Contractor's liability as mandatory Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act,


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.
Clause 4.3.5:	<i>Add the following new clause:</i> Contractor to notify Employer The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
Clause 4.3.6:	<i>Add the following new clause:</i> Contractor's Designer The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.
Clause 4.3.7:	<i>Add the following new clause:</i> The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour as amended, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.
Clause 4.10.3:	<i>Add the following new clause:</i> The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
Clause 5.3.1:	<i>Add the following:</i> The Contractor shall commence executing the Works within 28 days of the Commencement Date. The documents required before commencement with Works execution are: • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • A detailed cash flow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. Contractor's Responsibilities in Part E of C3.3 Particular Specifications in the project specifications).
Clause 5.3.2:	<i>Add the following:</i>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.
Clause 5.4.2:	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.
Clause 5.6.1:	<i>Add the following to the clause:</i> In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.
Clause 5.7.1:	<i>Delete the last paragraph of the clause and replace with the following:</i> No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.
Clause 5.8.1	The non-working days are Sundays. The special non-working days are the construction industry year-end break and the following statutory public holidays as declared by National Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill. The construction industry year-end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.
Clause 5.12.3:	<i>Delete the contents of the clause and insert the following:</i> If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.
Clause 5.13:	<i>Delete the contents of the clause and insert the following:</i> 5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion. The penalty for failing to complete the Works is 0,05% of the total Tender Sum per day, up to a maximum limit of twenty-five thousand rand per day. 5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been: 5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor); then the appropriate penalty for delay referred to in Clause 5.1.3.1 above shall be reduced by the amount which is determined by the Employer's Agent to be appropriate under the circumstances. 5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract. 5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor. 5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent of the Employer to act in terms of Clause 9.2.
Clause 5.13.4:	<i>Add the following new Clause:</i> If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract: • fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or • utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or • utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract. then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance. The penalty for non-compliance is: 15% of the value of Works specified. The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.
Clause 5.16.3:	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1
Clause 6.1.1:	<i>Add the following to the clause:</i> Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 6.2.1:	<i>Add the following to this Clause:</i> The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) which is included in Part C1.3 of this document. This approval or otherwise shall be based upon legal opinion to be provided by the Employer's Agent.
Clause 6.8.2:	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The values of the coefficients for calculating the Contract Price Adjustment Factor are: • a = 0.20 • b = 0.35 • c = 0.35 • d = 0.10 The "Consumer Price Index" will be as for the province of North West for the area of Moretele Local Municipality. The base month is the month prior to the month in which the closing date for the tender falls.
Clause 6.8.3:	Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".
Clause 6.8.4:	In line 8 delete the words "between the Employer and the Contractor".
Clause 10.1.5:	The percentage advance on materials not yet built into the Permanent Works is 80%. The percentage advance on plant not yet supplied to site is 0%.
Clause 6.10.3:	The percentage retention on the amounts due to the Contractor is 10%. The limit of retention money is 5% of the first One Million Rand plus 1.6% of the remaining amount of the tender offer excluding contract price adjustment, contingencies and VAT. A Retention Money Guarantee is permitted.
Clause 6.10.4:	In line 4 delete the word "said" and insert the word "correct".
Clause 6.10.9:	<i>Replace the first sentence of the clause with the following:</i> Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer (Employer's Agent) a final statement claiming final statement of all moneys due to him for additional work ordered by the Employer's Agent after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 58, and not yet resolved) plus the remainder of retention monies (subject to Clause 49.5.1) retained by the Employer.
Clause 8.6.1.2:	The value of materials supplied by the Employer to be included in the insurance sum is <u>nil</u> . Special Risks Insurance issued by SASRIA is required.
Clause 8.6.1.3:	The limit of indemnity for liability insurance is R5 000 000 per event, the number of events being unlimited. Liability insurance shall include a spread of fire risk.
Clause 8.6.1.1.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <u>R100 000.00 (one hundred thousand Rands only)</u> .
Clause 6.11.1.3:	Delete "15 %" and replace it with "25%".
Clause 10.4.2, 10.7.1:	Failing Amicable Settlement, unresolved Disputes shall be referred to Arbitration.
E1003	CONTRACT PARTICIPATION


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Refer to Part C3: Scope of Works, section C3.3 Particular Specifications, Part E: Small Contractor Development	Requirements in terms of the Reconstruction Development Programme. Target Values In this contract, the minimum target value shall be as follows: • Labour Maximisation: 10% • ABE Support: 25% • HID Supervisory staff: 10% The penalties for not reaching the required target values will be calculated at 20% of the difference between the set target values and the actual target values achieved by the contractor at the completion of the works. No bonuses for achieving the set target values are applicable.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

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

PART B: DATA PROVIDED BY THE CONTRACTOR

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

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR						
1.	GENERAL						
Clause 1.1.1.9:	Name of the Contractor:						
Clause 1.2.1.2:	The contractor's address for receipt of communication is: Telephone: eMail:						
Clause 37.2.2.3	The percentage allowance to cover all charges for the contractor's and subcontractor's profits, timekeeping clerical work, insurance, establishment, superintendence and the use of hand tools is%						
Clause 6.5.1.2.3	The percentage allowance on the net cost of materials actually used in the completed work is %						
6.	PAYMENT AND RELATED MATTERS						
Clause 6.8.3:	The Tenderer shall complete Table 1 below with respect to each of the special materials listed. This information shall be used to calculate the variation in the cost of the special materials. The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price to be provided by the Tenderer is the ruling price on the first of the month prior to the month in which the closing date for the Tender falls. Table 1 <table border="1"> <thead> <tr> <th>SPECIAL MATERIALS</th><th>UNIT*</th><th>RATE OR PRICE FOR THE BASE MONTH</th></tr> </thead> <tbody> <tr> <td>Paving Blocks</td><td>m³</td><td>.....</td></tr> </tbody> </table> * Indicate whether the material shall be delivered in bulk or in containers. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence. Signed on behalf of Tenderer:	SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH	Paving Blocks	m ³	
SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH					
Paving Blocks	m ³						

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause 6.2.1:	Type of security	Contractor's choice (Indicate "Yes" or "No")
The security to be provided by the Contractor shall be one of the following:	Cash deposit of 10 % of the Contract Sum.	
	Fixed Performance Guarantee of 10 % of the Contract Sum.	
	Retention of 10% of the value of the Works.	
	Cash deposit of 5% of the Contract Sum plus the retention of 5% of the value of the Works.	
	Fixed Performance guarantee of 5% of the Contract Sum plus the retention of 5% of the value of the Works.	
REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.3: PERFORMANCE GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expiry Date" means:

CONTRACT DETAILS

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

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 Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:

3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

THIS AGREEMENT is made between **Moretele Local Municipality** represented by **The Municipal Manager** (hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
in his capacity as:

AND:

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

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

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

Tender No. MLM/IDS/W4/R-SW/P1/25-26: IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

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


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

C1.5: RETENTION MONEY GUARANTEE

PRO FORMA

RETENTION MONEY GUARANTEE

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

Tender No. _____ FOR _____

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

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

In connection with

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

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

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

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

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

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

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

- (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
- (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at such other address as the Employer shall in


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

writing notify us.

4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
5. Our aggregate liability under this guarantee is limited to R
6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At for and on behalf of

on this day of

Signature:

Capacity:

Address:

As Witnesses:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.6: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY

(To be completed during construction by successful Tenderer only)

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

Tender No: For (contract title)

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

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

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

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

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

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

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

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

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

Witnessed by: **Date:**

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. GENERAL

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

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the Standard Specifications.

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

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

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

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

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

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

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

3. QUANTITIES REFLECTED IN THE SCHEDULE

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

4. PROVISIONAL SUMS

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

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

5. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

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

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

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item. The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

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

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

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

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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

6. CORRECTION OF ENTRIES

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

7. INTERIM PAYMENTS

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

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

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

8. UNITS OF MEASUREMENT

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

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

9. CONSISTENCY OF RATES

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

A tender will be considered out of balance if:

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

B13.01 The contractor's general obligations:

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PART C2.2 : PRICING DATA

- C2.1 Pricing Instructions**
- C2.2 Daywork Schedule**
- C2.3 Schedule of Prices**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 1200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	<u>GENERAL REQUIREMENTS AND PROVISIONS</u>				
B12.01	(i) Payment of community liason officer and Sefety Rep	-	Prov	Sum	R 77 000,00
	(ii) Payment for PSC sittings	-	Prov	Sum	R 8 400,00
	(iii) Payment for Student Training	-	Prov	Sum	R 31 500,00
	(ii) Handling costs and profit in respect of B12.01(i) above	%	R 116 900,00		
B12.02	Structured Training (as specified in part D of the project specification)				
	(a) Generic Skills and Entreprenueral Skills	-	Prov	Sum	R 125 000,00
	(c) Handling costs and profit in respect of sub-items (a) and (b) above	%	R 125 000,00		
	(d) Provision of training venue (only if required)	-	Lump	Sum	R 5 000,00
PS12.05	Protection, removal, relocation and replacement of Utility services.				
	(a) Utility services				
	(i) Protection, removal, relocation and replacement of utility services.		Prov	Sum	750 000,00
	(ii) Handling costs and profit in respect of sub-items (a) (i) above	%	R 750 000,00		
B12/C1.1	Contractor's initial obligation in respect of the OHS Act and Construction Regulations	L/Sum	1,00		
B12/C1.2	Contractor's Time related Obligations in respect of the OHS Act and Construction Regulations	Month	6,00		
B12/C1.3	Submission of Health and Safety File	L/Sum	1,00		
B12/C1.4	Provisional Sum for payment of specialised services				
	Geotechnical Investigation, EIA, Survey		Prov	Sum	150 000,00
	Handling cost and profit in respect of sub item (i) above	%	R 150 000,00		
1200	TOTAL CARRIED TO SUMMARY				

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 1300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1300	<u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
13,01	The Contractor's general obligations:				
	(a) Fixed obligations	-	lump	sum	R 450 000,00
	(b) Value-related obligations	-	lump	sum	R 300 000,00
	(c) Time-related obligations	month	6		
1300	TOTAL CARRIED TO SUMMARY				

MORETELE LOCAL MUNICIPALITY
CONTRACT NO:.....
CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 1400					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1400	<u>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u>				
14.01	Office and laboratory accommodation:				
	(a) Offices (interior floor space only)	m²	40		
	(e) Ablution units x 2	m²	10		
14.02	Office and laboratory furniture:				
	(a) Chairs	number	20		
	(d) Desks, complete with drawers and locks	number	2		
	(f) Conference tables	number	1		
14.03	Office and laboratory fittings, installations and equipment:				
	(a) Items measured by number:				
	(i) 220/250 volt power points	number	2		
	(iii) Double 80 watt fluorescent-light fittings complete with ballast and tubes	number	4		
	(v) Single incandescent-light fittings complete with 100 watt globes	number	4		
	(vi) Wash-hand basins complete with taps and drains	number	1		
	(x) Fire extinguishers, 9,0kg all purpose dry powder type, complete, mounted on wall with brackets	number	2		
	(xi) Air-conditioning units with, 2,2 kW minimum capacity, mounted and with own power connection	number	2		
	(xiv) General-purpose steel cupboards with shelves	number	2		
	(xv) Steel filing cabinets with drawers	number	2		
1400	TOTAL CARRIED FORWARD				

MORETELE LOCAL MUNICIPALITY
CONTRACT NO:.....
CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
14.04	Car-ports	number	4		
14.07	Services				
	(a) Services at offices and laboratories:				
	(i) Fixed costs	-	Lump	Sum	R 20 000,00
	(ii) Running costs	month	6.00		
14.08	Rented, hotel and other accommodation:				
	(a) Provisional Sum for providing rented housing, hotel or other accommodation as described in Subsubclause 1403(c)(ii)	-	Prov	Sum	R 45 000,00
	(b) Handling costs and profit in respect of subitem 14.07(a)	%	#####	10,00%	R 4 500,00
B14.11	Telecommunications System				
	(a) Supply (1)Cellular Phone	-	Prov	Sum	R 10 000,00
	(b) Costs of calls by Engineer	-	Prov	Sum	R 7 000,00
	(c) Handling costs and profit in respect of subsubitem 14.11(a), (c) above	%	#####		
	(d) Provision of Laptop for the use of Engineer.	-	Prov	Sum	R 25 000,00
	Handling costs and profit in respect of subsubitem 14.11(a), (c) above	%	#####		
1400	TOTAL CARRIED TO SUMMARY				

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 1500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1500	ACCOMMODATION OF TRAFFIC				
15.01	Accommodating traffic and maintaining temporary deviations	km	2,00		
15.02	Earthworks for temporary deviations:				
	(a) Shaping of temporary deviations	km	2,00		
	(b) Cut and borrow to fill	m³	80,00		
	(c) Cut to spoil	m³	80,00		
B15.03	Temporary traffic-control facilities:				
	(a) Flagmen	man-day	280,00		
	(b) Portable STOP and GO-RY signs	number	4,00		
	(e) Road signs, R- and TR-series, (size indicated)	number	4,00		
	(f) Road signs, TW-series, (size indicated)	number	4,00		
	(g) Road signs, STW-, DTG-, TGS- and TG-series (excluding delineators and barricades)	m²	4,00		
	(h) Delineators (DTG50J):				
	(i) Single	number	20,00		
	(ii) Mounted back to back	number	10,00		
	(j) Traffic cones 600mm	number	20,00		
	(l) Movable barriers (type indicated)	No	2,00		
	(n) Safety jackets and hats	No	4,00		
15.05	Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:				
	(a) Temporary deviations	m³	500,00		
15.06	Watering of temporary deviations	kilolitre	2 500,00		
1500	TOTAL CARRIED TO SUMMARY				

C2.2.6

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 1500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
15.07	Blading by road grader of:				
	(a) Temporary deviations	km-pass	2,0		
	(b) Existing roads used as temporary deviations	km-pass	2,0		
15.08	Repairs, alterations and/or additions to existing roads used as temporary deviations	-	Prov	Sum	Rate Only
B15.10	Accommodating traffic where the road is constructed in half widths.	km	0,60		
B15.14	Allow provisional sum for:				
	(a) Repair of damaged temporary road signs and delineators	-	Prov	Sum	R 5 000,00
	(b) Replacement of damaged temporary road signs and delineators	-	Prov	Sum	R 5 000,00
1500	TOTAL CARRIED TO SUMMARY				

C2.2.7

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 1700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1700	<u>CLEARING AND GRUBBING</u>				
17,01	Clearing and grubbing	ha	1,0		
1700	TOTAL CARRIED TO SUMMARY				

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 1800

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1800	<u>DAYWORKS</u>				
B18.01	Labourers:				
	(i) Unskilled	h	50		Rate Only
	(ii) Semi-skilled	h	50		Rate Only
	(iii) Skilled	h	50		Rate Only
B18.02	Foreman	h	50		Rate Only
B18.03	Tipper trucks:				
	(i) 3 - 5 ton	h	50		Rate Only
	(ii) 5.1 - 10 ton	h	50		Rate Only
B18.04	Loader (0,5m³)	h	50		Rate Only
B18.05	Grader (CAT 140G or similar)	h	50		Rate Only
B18.06	LDV	km	50		Rate Only
B18.07	Compaction rollers:				
	(i) Vibratory roller	h	50		Rate Only
	(ii) Tamping roller	h	50		Rate Only
	(iii) Grid roller	h	50		Rate Only
B18.08	Hand controlled compactors				
	(i) Pedestrian roller (Bomag BW90)	h	50		Rate Only
	(ii) Vibratory plate	h	50		Rate Only
	(iii) Rammers	h	50		Rate Only
B18.09	Water truck (min. 10000litre)	h	50		Rate Only
B18.10	Dozer (D7 or similar)	h	20		Rate Only
1800	TOTAL CARRIED TO SUMMARY				Rate Only

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 2100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2100	<u>DRAINS</u>				
LI 21.01	Excavation for open drains:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m ³	135		
	(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m ³	41		
LI 21.02	Clearing and shaping existing open drains	m ³	180		
21,05	Banks and dykes	m ³	80		
21,19	Selected backfill material under concrete-lined side drains compacted to 93% of modified AASHTO density.	m ³	150		
2100	TOTAL CARRIED TO SUMMARY				

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE,THULARE BRIDGE PROJECT IN WARD 4

SECTION 2200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2200	PREFABRICATED CULVERTS				
22.01	Excavation:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m³	780		
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m³	50		
22.02	Backfilling:				
	(a) Using the excavated material	m³	150		
	(c) Extra over subitems 22.02(a) and (b) for soil cement backfilling containing 2% cement	m³	25		
22.05	Portal and rectangular culverts:				
	(b) Without prefabricated floor slabs:				
	(i) 3600 mm x 3600 mm, class 175S	m	90		
B22.07	Cast in situ concrete and formwork:				
	(b) (i) In floor slabs for portal or rectangular culverts including formwork, joints and class U2 surface finish (class 25/19)	m²	180		
	(ii) Between culvert units (class 15/19)	m²	50		
	(c) In inlet and outlet structures, wingwalls, headwalls, skewed ends, catchpits, manholes, trust and anchor blocks, including formwork and including class U2 surface finish.				
	(i) Class 25/19 concrete	m³	25		
	(d) formwork of concrete under subitem 22.07(c) above				
	(i) Class F1 surface finish	m²	80		
2200	TOTAL CARRIED FORWARD				

C.2.2.13

CONSTRUCTION OF LEBOTLWANE,THULARE BRIDGE PROJECT IN WARD 4

SECTION 2200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
22.17	Steel reinforcement				
	(a) Mild steel bars	t	1,00		
	(b) High-tensile steel bars	t	1,00		
	(c) Welded steel fabric ref 195	kg	1500,00		
22.18	Brickwork				
	(a) 115 mm thick	m²	5		
	(b) 230 mm thick	m²	5		
22.19	Plaster	m²	5		
22.20	Benching	m²	5		
22.23	Service ducts				
	(a) Ordinary pipes				
	(b) Unplasticised PVC Pipes				
	(i) 110mm diameter	m	20		
	(ii) 150mm diameter	m	20		
PS22.23	(c) Encasing of service duct in 1:12 cement soil mixture (75mm min. all round)	m	20		
PS22.25	Overhaul on excavated material carted to spoil, backfill material (but excluding Portland cement in the case of soil cement, existing structures demolished and removed to spoil, and removing and relaying, and removing and stacking existing prefabricated culverts, for haul in excess of the free-haul distance.	m³-km	50		
22.26	Hand excavation to determine the positions of existing services.	m³	20		
2200	TOTAL CARRIED TO SUMMARY				

C2.2.14

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 2300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2300	<u>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u>				
23,01	Concrete kerbing:				
	(a)(i) Prefabricated mountable kerb, SABS 927 fig 8c, as shown on the Drawings	m	680,00		
	(ii) Prefabricated mountable kerb, SABS 927 fig 12, as shown on the Drawings	m	160,0		
	(ii) Edge beam (200mm deep x 200 wide mm)	m ³	5,0		
23,04	Cast in situ concrete chutes (measured by components):				
	(a) Concrete				
	(1) Class 20/19	m ³	10,0		
	(b) Formwork				
	(1) F1 Surface finish	m ²	50		
	(2) F2 Surface finish	m ²	50		
23,07	Trimming of excavations for concrete-lined opened drains:				
	(a) In soft material	m ²	250		
	(b) In hard material	m ²	100		
23,08	Concrete lining for open drains:				
	(a) Cast insitu concrete lining (V and trapezoidal drain) includ formwork.	m ³	102		
	(b) Class U2 surface finish to cast in situ concrete (trapezoidal drain)	m ²	1 030		
23,10	Sealed joints in concrete linings of open drains (Polysulphide sealants)	m	5,00		
23,12	Steel reinforcement				
	(c) Welded steel fabric ref 195	kg	1326,00		
2300	TOTAL CARRIED FORWARD TO SUMMARY				

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 3100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3100	<u>BORROW MATERIALS</u>				
31.01	Excess overburden	m ³	250		
31.03	Finishing-off borrow areas in:				
	(b) Intermediate material	ha	2,0		
	(c) Soft material	ha	2,0		
B31.04	<u>Compensation to Landowners</u>				
	(a) Prime Cost Sum for compensation to landowners PC	PC Sum	1	35 000,00	R 35 000,00
	(b) Handling cost and profit in respect of sub-item % 33/B31.04 (a) above	%	35 000		
3100	TOTAL CARRIED FORWARD TO SUMMARY				

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 3300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>MASS EARTHWORKS</u>				
33.01	Cut and borrow to fill, including all haul :				
	(a) Material in compacted layer thicknesses of 200 mm and less:				
	(i) Compacted to 90% of modified AASHTO density	m³	4 360		
	(c) Rock fill (as specified in Subclause 3209(c))	m³	150		
33.04	Cut to spoil, including all haul to spoil site : Material obtained from:				
	(a) Soft excavation	m³	1 575		
	(b) Intermediate excavation	m³	709		
	(c) Hard excavation(chemical blasting)	m³	394		
33.07	Removal of unsuitable material (including free-haul of 0,5 km):				
	(a) In layer thicknesses of 200 mm and less:				
	(i) Stable material	m³	100		
	(ii) Unstable material	m³	100		
	(b) In layer thicknesses exceeding 200 mm:				
	(i) Stable material	m³	180		
	(ii) Unstable material	m³	180		
3300	Carried forward				

SCHEDULE B : ROAD CONSTRUCTION

SECTION 3300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
33.13	Finishing-off cut and fill slopes, medians and interchange areas:				
	(a) Cut slopes	m²	250		
	(b) Fill slopes	m²	250		
	<u>OVERHAUL</u> (Section 1600)				
33/16.01	Overhaul on material hauled in excess of a free-haul distance of 0,5 km, for haul up to or through 1,0 km (restricted overhaul)	m³	8 996		
33/16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m³-km	12 960		
3300	TOTAL CARRIED TO SUMMARY				

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 3400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
34.01	<u>PAVEMENT LAYERS OF GRAVEL MATERIAL</u>				
	Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1,0 km:				
	(a) Roadbed layers compacted to:				
	(i) 93% of modified AASHTO density for a compacted layer thickness of 150 mm (G8/G7)	m ³	765		
34/16.02	(b) Gravel subbase layers compacted to:				
	(i) 95% of modified AASHTO density for a compacted layer thickness of 150 mm (G6/G7)	m ³	765		
	(b) Gravel base layers compacted to:				
	(i) 98% of modified AASHTO density for a compacted layer thickness of 150 mm (G6)	m ³	765		
34/16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ -km	26 460		
34/32.04	Removal of oversize pavement material	m ³	200		
3400	Carried forward				

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 3500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3500	<u>STABILIZATION</u>				
35.01	Chemical stabilization extra over unstabilized compacted layers:				
	(c) Gravel base, 150 mm thick*	m ³	714		
35.02	Chemical stabilizing agent:				
	(a) Ordinary Portland cement	t	39		
35,04	Provision and application of water for curing	kl	500		
3500	TOTAL CARRIED TO SUMMARY				

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 4100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4100	<u>PRIME COAT</u>				
41.01	Prime coat:				
	(c) MC-30 cut-back bitumen at 0,8L/m2	litre	510		
	(d) MC-70 cut-back bitumen	litre	-		rate only
	(e) Invert bituminous emulsion	litre	-		rate only
4100	TOTAL CARRIED TO SUMMARY				

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE,THULARE BRIDGE PROJECT IN WARD 4

SECTION 4200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4200	ASPHALT BASE AND SURFACING				
42,02	Asphalt surfacing				
	(a) Continuously medium graded using 60/70 penetration grade bitumen: (30mm thick).	m ²	672		
42,04	Tack coat of 30% stable-graded emulsion at 0,5L/m	litre	537,60		
42.05	Binder Variation				
	(a) 60/70 pen.grade bitumen	t	0,2		
PS42.08	100mm cores in asphalt paving	No.	1		
4200	TOTAL CARRIED TO SUMMARY				

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE,THULARE BRIDGE PROJECT IN WARD 4

SECTION 5100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5100	<u>PITCHING, STONework AND PROTECTION AGAINST EROSION</u>				
LI 51.01	Stone pitching:				
	(b) Grouted stone pitching 150 mm thickness	m ²	540		
5100	TOTAL CARRIED TO SUMMARY				

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 5200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5200	<u>GABIONS</u>				
LI 1/52.01	Foundation trench excavation and backfilling				
	(b) In all other classes of material.	m ³	60		
LI 1/52.02	Surface preparation for bedding the gabions	m ²	400		
LI 1/52.03	Gabions				
LI 1/52.03	(a) Galvanized gabion boxes, wire diameter 2,7mm, mesh size 80mm x 100mm, diaphragm spacing: 1,0m				
	(i) 1 m x 1 m x 1 m	m ³	40		
	(ii) 1 m x 1 m x 0,5 m	m ³	160		
	(c) Galvanized gabion mattresses (wire diameter 2,5 mm, mesh size 80mm x 100mm, diaphragm spacing 1,0m				
	(i) 300 mm deep	m ³	120		
LI 1/52.04	Filter fabric				
	(a) Grade U24 or approved equivalent	m ²	600		
5200	TOTAL CARRIED TO SUMMARY				

MORETELE LOCAL MUNICIPALITY

CONTRACT NO.:

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 5400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5400	<u>GUARDRAILS</u>				
LI 1/54.01	Guardrails complete on steel posts including reflectors				
	(a) Galvanised	m	200		
5400	TOTAL CARRIED TO SUMMARY				

SECTION 5600

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	ROAD SIGNS				
56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class I retro-reflective material, where the sign board is constructed from:				
	(c) Prepainted galvanized steel plate (chromadek or approved equivalent):				
	(i) Area not exceeding 2 m²	m²	10		
	(ii) Area exceeding 2 m² but not 10 m²	m²	12		
	(iii) Area exceeding 10 m²	m²	-		rate only
56.02	Extra over item 56.01 for using:				
	(a) Background of retro-reflective material:				
	(i) Class III	m²	20		
56.03	Road sign supports (overhead road sign structures excluded):				
	(a) Steel Galvenised tubing (diameter and wall thickness indicated) (D75 2mm thick)	t	0.5		
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m²	18		
56.06	Extra over item 56.05 for cement-treated soil backfill	m²	5		
56.07	Extra over item 56.05 for rock excavation	m³	3		
5600	Carried forward				

SCHEDULE B : ROAD CONSTRUCTION

SECTION 5600

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
B56.11	Gravel drainage layer below road sign footings	m²	8		
B56.12	Hazard plates:				
	(a) 800 mm x 200 mm	number	8		
	(b) 1 000 mm x 250 mm	number	8		
5600	TOTAL CARRIED TO SUMMARY				

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 5700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5700	ROAD MARKINGS				
57,02	Retro-reflective road-marking paint:				
	(a) White line (100mm wide broken or unbroken)	km	0,70		
	(d) White lettering and symbols	m ²	100,0		
57.04	Variations in rate of application:				
	(a) White paint	litre	rate only		rate only
	(b) Yellow paint	litre	rate only		rate only
	(c) Red paint	litre	rate only		rate only
	(d) Retro-reflective beads	kg	rate only		rate only
B57.06	Setting out and premarking the lines (excluding traffic-island markings, lettering and symbols)	km	0,70		
5700	TOTAL CARRIED TO SUMMARY				

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 5900

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5900	<u>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u>				
59,01	Finishing the road and road reserve: (b) Single-carriageway road	km	1,30		
5900	TOTAL CARRIED TO SUMMARY				

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 7300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
7300	<u>CONCRETE BLOCK PAVING FOR ROADS</u>				
73.01 LIC	Concrete block paving:				
	(b) 80 mm thick, Class 25, including 20mm sand bedd	m ²	4240,0		
	(c) Construction of speed hump	No	3,00		
73.03 LIC	Provision of approved herbicide and ant poison:				
	(a) Provision of materials	Prov Sum	1,0	70 000,00	70 000,00
	(b) Contractor's charges and profit added to the Prime Cost Sum	%	10%		
7300	TOTAL CARRIED TO SUMMARY				

MORETELE LOCAL MUNICIPALITY

CONTRACT NO:.....

CONSTRUCTION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

SECTION 8100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
8100	<u>TESTING MATERIALS AND WORKMANSHIP</u>				
81.02	Other special tests requested by the Engineer:				
	(a) Cost of testing	-	PC	Sum	R 120 775,00
	(b) Charge on Prime Cost Sum	%	120 775		
8100	TOTAL CARRIED TO SUMMARY				

MORETELE LOCAL MUNICIPALITY
CONTRACT NO:.....
CONSTRUCTION OF LEBOTLWANE,THULARE BRIDGE PROJECT IN WARD 4

SUMMARY OF SCHEDULE OF QUANTITIES

1200	GENERAL REQUIREMENTS AND PROVISIONS.....	R	_____
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS.....	R	_____
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL.....	R	_____
1500	ACCOMMODATION OF TRAFFIC.....	R	_____
1700	CLEARING AND GRUBBING.....	R	_____
1800	DAYWORKS.....	R	_____ Rates Only
2100	DRAINS.....	R	_____
2200	PREFABRICATED CULVERTS.....	R	_____
2300	CONCRETE KERBING, CONCRETE CHANNELING, CHUTES AND DOWNPIPES AND CONCRETE LINING FOR OPEN DRAINS.....	R	_____
3100	BORROW MATERIALS.....	R	_____
3300	MASS EARTHWORKS.....	R	_____
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL.....	R	_____
3500	STABILIZATION.....	R	_____
4100	PRIME COAT.....	R	_____
4200	ASPHALT BASE AND SURFACING.....	R	_____
5100	PITCHING, STONWORK AND PROTECTION AGAINST EROSION.....	R	_____
5200	GABIONS.....	R	_____
5400	GUARDRAILS.....	R	_____
5600	ROAD SIGNS.....	R	_____
5700	ROAD MARKING.....	R	_____
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS.....	R	_____
7300	CONCRETE BLOCK PAVING FOR ROADS.....	R	_____
8100	TESTING MATERIAL AND WORKMANSHIP TREATING OLD ROADS	R	_____

TOTAL R _____

CALCULATION OF TENDER SUM

SUMMARY OF SCHEDULE OF QUANTITIES TOTAL..... R _____

ADD CONTINGENCIES

The sum provided here is under the sole control of the
Engineer and may be deducted in whole or in part. (The Tenderer
must add 5% of the total of schedule of quantities)

R _____

SUBTOTAL R _____

ADD VALUE-ADDED TAX (VAT)

The tenderer shall add 15% of subtotal for VAT

R _____

TOTAL CARRIED TO FORM OF OFFER

R _____

SIGNED ON BEHALF OF TENDERER :

PART 3

SCOPE

--

Employer

--

Witness 1

--

Witness 2

--

Contractor

--

Witness 1

--

Witness 2

IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4TENDER

NO: MLM/IDS/W4/R-SW/P1/25-26

PART C3 : SCOPE OF WORKS

C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The employer's objectives are to deliver public infrastructure using intensive labour methods

C3.1.2 OVERVIEW OF THE WORKS

The **IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4**

may be awarded in it's entirely to one contractor or may also be awarded to different contractors as per schedule of quantities.

This contract entails:

- Site Establishment
- Setting out of works
- Construction of a culvert bridge (80m long 3.6m x 3.6m box culvert)
- Construction of 0.68km internal roads (Roadbed, Subbase, Base)
- Construction of Stormwater Drainage.
- Construction of kerbs.
- Sealing using 80mm Concrete paving blocks.
- To install the road signs.
- To finish the road after completion of the works.

Villages	Latitude (S)	Longitude (E)
Lebotloane	25° 2'40.91"S	27°55'14.12"E

Tenderers must note that certain rates in this tender are fixed and based on prices that the successful Tenderer shall undertake the complete construction of such installations. Tenderers are also to take note of the fact that the bulk of the work is to be executed by means of labour intensive construction (LIC) methods, where feasible. The execution of the work will be done using the two following methods.

- (i) Established contractor to employ people from the communities where the work is to be done.
- (ii) Nominated emerging sub-contractors, which are to be employed and trained by the established contractor

The contract will consist of civil, mechanical and electrical engineering works. The work to be carried during the contract period may be given as separate tasks. Each task to be undertaken will be issued as a written instruction by the Engineer and will consist of a detail scope of work and relevant drawings for each particular task.

Labour-intensive works comprise the activities described in SANS 1921-5, *Earthworks activities which are to be performed by hand*, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

C3.1.3 EXTENT OF THE WORKS

The main components of the work under this contract are:

- a) Establishment of the Contractor's camp
- b) Provision of all the construction plant, equipment, labour and supervision.
- c) Site clearance and earthworks
- d) Provision of all pipes, valves, special fittings and accessories as required, to complete the work as prescribed.
- e) Excavation and backfill compacted as specified, of pipe trenches and the removal of all excess material.
- f) Laying, bedding and installation of all pipes and accessories.
- g) Construction of concrete anchor blocks associated with the above.
- h) The supply and importation of all selected backfill material and disposal of surplus excavated materials as specified.
- i) The testing and disinfection of all pipes.
- j) The reinstatement of all services damaged by construction activities.
- k) Site establishment of high-pressure water jetting, vacuum equipment and crew.
- l) Unblock sewer network by using high pressure water jetting and vacuum equipment
- m) Manage wastewater during the process of unblocking the sewer network by collecting wastewater and discharge at the area identified by the contractor and authorized by the municipality or relevant authority.

C3.1.4 LOCATION OF WORKS

The project is situated within Bojanala District Municipality in North West province and it falls under Moretele Local Municipality. Lebotloane Village is situated +-40km west of Hammanskraal township.

Villages	Latitude (S)	Longitude (E)
Lebotloane	25° 2'40.91"S	27°55'14.12"E

C3.1.5 TEMPORARY WORKS

The operation of construction vehicles on existing roads or streets, or on streets which have been completed to the level of subbase or base or bituminous surface treatment, shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of streets that have been completed as described above. The Contractor shall make use of temporary haul roads, or where not practically possible, program his work in such a manner that the haulage of materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed to be covered by the appropriate rates.

The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or to the spoil sites, except for payment made under payment item A 8.3.2.2 of SANS 1200 A.

If the contractor does make use of existing streets for the hauling of materials to or from the site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary, within two (2) days after such spillage has occurred. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.

MORETELE LOCAL MUNICIPALITY

IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

1 TENDER NO: MLM/IDS/W4/R-SW/P1/25-26

C3.2 : ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage:

Concept, feasibility and overall process	Employer
Basic engineering and detail layout to tender stage	Employer
Final design to be approved for construction stage	Employer
Temporary works Contractor Preparation of "as built" drawings	Contractor Contractor]

MORETELE LOCAL MUNICIPALITY

IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

TENDER NO: MLM/IDS/W4/R-SW/P1/25-26

C3.3 : PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Requirements

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule.

C3.3.2 SUBCONTRACTING

C3.3.2.1 Locality Based Subcontractors

Tenderers are encouraged to utilize the services of locality-based subcontractors.

C3.3.3 EMPLOYMENT OF LOCAL COMMUNITY LABOUR

The maximum possible number of workers is to be employed from the labour lists of the currently unemployed persons in the local community.

To this end the contractor is required to give preference to use of local community labour and limit the use of non-local labour to key personnel only.

Local community labour is defined as people who reside in the community and who have been identified by the Project Steering Committee and whose names appear on the labour list.

Key personnel are defined as supervisors and skilled labourers without whom a specific task cannot be executed. As far as as possible these people should impart their management and building skills to individuals within the local workforce who show a keen interest and display willingness to learn.

C3.3.4 REMUNERATION OF LOCAL LABOURERS

The minimum wages shall be the prescribed SAFCEC rate as set by the applicable law of the specific jurisdiction area.

C3.3.5 WORKER CONTRACTS

The contractor will be required to enter into employment contracts with all labourers employed. All workers contracts for labourers employed during the month must accompany the contractor's monthly report. The labourers must have a fixed job description that they must understand and they must acknowledge their production requirements and responsibilities.

C3.4 : CONSTRUCTION

C3.4.1 WORKS SPECIFICATION

- (d) The following specifications shall apply for the construction of the Works.
- i. The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

SAICE		Tel: (011) 805-5947
Water fall Park	/ Postnet Suite 81	Fax: (011) 805-5971
Howick Gardens	/ Private Bag X65	
Vorna Valley	/ Halfway house	Contact Person : Angeline Aylward
Becker Street	/ 1685	
Midrand		

- (e) SABS or BS Specifications and Codes of Practice

Wherever any reference is made to the "South African Bureau of Standard " and BS or equivalent standard" respectively.

- (f) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications

C3.4.1.2 Applicable national and international standards

- a) For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply -
- | | | | |
|--------------|---|------|--|
| SANS 1200 A | : | 1986 | General |
| SANS 1200 AA | : | 1986 | General (Small Works) |
| SANS 1200 AB | : | 1986 | Engineer's Office |
| SANS 1200 C | : | 1980 | Site Clearance (Amendment 1, 1982) |
| SANS 1200 D | : | 1988 | Earthworks (Amendment 1, 1990) |
| SANS 1200 DA | : | 1988 | Earthworks (Small Works) (Amendment 1, 1990) |
| SANS 1200 G | : | 1982 | Concrete (Structural) |
| SANS 1200 GA | : | 1982 | Concrete (Small Works) |
| SANS 1200 HA | : | 1990 | Structural Steelwork (Sundry Items) |

The term project specifications appearing in any of the SANS 1200 standardised specifications must be replaced with the terms scope of work.

1. PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

General Conditions of Contract Referred to in the Standard Specifications

The reference to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded.

In this contract by the General Conditions of Contract for Construction Works 2004. The Corresponding clause in the latter document pertaining to the reference in the COLTO Standard

Specifications is listed in the table below.

Clause No. in the Standard Specifications	Clause No. in COLTO General Conditions	Equivalent Clause No. in General Conditions of Contract 2004
1202	15	12(2)
1206	14	Deleted
1209	52	49(1)(5)
1210	54	51(1)
1212(1)	49	46
1215	45	42(2)
1217	35	32
1303	49	46
1303	53	50
1303	12	10
1303	45	42(2)
1403	40(1)	37
1505	40	37
31.03	40	37
3204(b)	40	37
3303(b)	2	2
5803(c)	40	37
5805(d)	40	37
6103(c)	40	37
Item 83.03	22	19
ALL SECTIONS	48	45

PS.4.2.2 Amendments to the Standard Specifications

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

PS.4.2.3 Project Specifications Relating to Standard Specifications

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

In certain clauses the standard specifications allow a choice to be specified in the project Specifications between alternative materials or methods of construction and for additional Requirements to be specified to suit a particular contract. Details of such alternatives or additional Requirements applicable to this contract are contained in this part of the project specifications.

It also contains some additional specifications and amendments of the standard 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 number of the relevant clause or payment item in the standard specifications. The number of a new clause or a New payment item, which does not form part of a clause or a payment item in the standard Specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

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

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications

MATTERS RELATING TO THE STANDARD SPECIFICATIONS

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

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

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

SECTION 1500: ACCOMODATION OF TRAFFICC.

SECTION 1700: CLEARING AND GRUBBING

SECTION 1800: DAYWORK SCHEDULE

SECTION 2100: DRAINS

SECTION 2200: PREFEBRICATED CULVERTS

SECTION2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS

SECTION 3100: BORROW MATERIALS

SECTION 3300: MASS EARTHWORKS

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

SECTION 3500 STABILIZATION

SECTION 5100 PITCHING STONework

SECTION 5600: ROAD SIGNS

SECTION 5700: ROAD MARKING

SECTION 7300: CONCRETE BLOCK PAVING

SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

- b) The variations and additions to the specifications listed in C3.4.1.2(a) are as follows:

VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SANS 1200 A: GENERAL

A 3 MATERIALS

PS A 3.1 QUALITY

Substitute the second sentence of the first paragraph of A 3.1 with the following:

Materials shall bear the official mark of the appropriate standard.

Substitute the second paragraph with the following:

The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the relevant minimum requirements and all such costs shall be deemed to be included in the tendered rates. The cost of control tests done by the Engineer and of which the results do not comply with the minimum requirements shall be for the Contractor's account.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

The handling, storage, transport and erection of equipment, machinery and materials shall be strictly in accordance with the requirements of the supplier and/or manufacturer.

All materials shall be new and of the best quality available unless otherwise specified. They must function satisfactorily under prevailing climate and weather conditions at the place of installations.

A 4 PLANT

PS A 4.2 Contractor's Offices, Stores and Resources

Add the following to A 4.2 :

No housing is available for the contractor's employees and the contractor must make his own arrangements for accommodation and transport of his employees.

The contractor is alone responsible for housing and the arrangement thereof and no extension of time will be granted as the result of any delay due to this.

PS A 4.3 Hand Tools

The contractor shall provide and maintain all hand tools required for the execution of the Works.

A 5 CONSTRUCTION

A 5.1 SURVEY

PS A 5.1.1 Setting Out of the Works

Substitute the first sentence in A 5.1.1 with the following:

Setting out of the works is the sole responsibility of the Contractor and shall be done from the layouts given to him. The proposed network pipes must be placed 2,5m away from the erf boundaries in the road reserve. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies, which had not been reported to the Engineer, shall be the sole responsibility of the Contractor. The exact position of the network pipes shall be determined on site in conjunction with the Engineer and must be approved before construction of the specific section starts.

The Engineer may alter any part of the works to suit local conditions. The Contractor must therefore contact the Engineer immediately after the preliminary setting out of any part of the works before starting with detail setting out, or construction. Only after the Engineer has approved a specific site or part of the works, may the detail setting out and construction commence.

PS A 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

Add the following to A 5.2:

The crossing of existing tar and dirt roads must be done in half widths, while the total traffic is accommodated on the other lane.

Road traffic signs shall comply with the requirements of the "South African Road Traffic Signs Manual" and shall be approved by the Engineer before construction commences.

A 7 TESTING

PS A 7.4 STATISTICAL ANALYSIS OF CONTROL TESTS

Substitute A 7.4 with the following:

Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements of the materials concerned.

A 8 MEASUREMENT AND PAYMENT

A 8.2 PAYMENT

PS A 8.2.1 Fixed-Charge and Value-Related Items

The tendered amounts for fixed-charge and value-related items will not be increased if extension of time for the completion of the works is awarded.

PS A 8.2.2 Time-Related Items

The tendered amount for a time-related item will be increased if an extension of time for the completion of the works is awarded on the condition that the activity related to the item tendered for must be sustained during the extended period.

The ratio between the increased amount for a time-related item and the tendered amount must be the same as the ratio between the extension of the time period for the completion of the works and the original time period allowed for completion of the works.

If the works is completed before the end of the original time period allowed for completion of the works, the tendered amount of a time related item that is influenced by the earlier completion will be reduced similarly.

A 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

PS A 8.3.3 Other Fixed-Charge Obligations

This item as listed under Section 1 of the bill of quantities is as specified in the standardised specification SANS 1200 A.

A 8.4 SCHEDULED TIME RELATED ITEMS

PS A 8.4.5 Testing

The cost of all sampling and testing executed by the Contractor or approved laboratory must be included in the amount for other time-related items and no separate payment shall be made for this. This condition also relates to the placing, current and testing of concrete cubes.

A 8.5 SUMS STATED PROVISIONALLY BY ENGINEER

4

5 PS A 8.5(a)1 Community Liaison Officer Unit : Prov Sum

The contractor must pay a salary to a person appointed as the Community Liaison Officer for the project. The amount of payment and payment dates will be determined as soon as the Community Liaison Officer is appointed.

C3.2

C3.3 PS A 8.5(a)2 Overheads, charges and profit on (1) above.....Unit : %

A percentage of the payment made to the Community Liaison Officer will be paid to the contractor. The rate shall cover the Contractor's overheads, charges and profit on payments for the Community Liaison Officer. No payment will be made under this item before payment to the Community Liaison Officer.

6 PS A 8.5(b)1 Geohydrological Investigation and testing of boreholes Unit : Prov Sum

A nominated supplier will be identified to do testing and evaluation of existing boreholes before commencement of construction. The amount will be paid as per the quotation which will be evaluated and approved.

7 PS A 8.5(b)2 Drilling and development of new boreholes..... Unit : Prov Sum

Should the geohydrological survey indicate the need for additional boreholes, quotation for the drilling and development of these boreholes will be obtained from nominated suppliers. The amount will be paid as per the quotation which will be evaluated and approved.

C3.4 PS A 8.5(b)3 Overheads, charges and profit on (1&2) aboveUnit : %

A percentage of the payment made to the suppliers specified in 1&2 above will be paid to the contractor. The rate shall cover the Contractor's overheads, charges and profit on payments for the Community Liaison Officer. No payment will be made under this item before payment to the Suppliers have been made.

PS A 8.6 DAYWORK

Replace A 8.7 with the following:

Daywork will be paid according to the percentage allowance method. For calculating the total remuneration the general conditions of contract for the construction of civil engineering work, sixth edition (1990) shall apply, with the amendments as in the appropriate special conditions of contract which is bound into this document. A daywork schedule will be provided for filling in the necessary information.

A 8.7 TEMPORARY WORKS

PS A 8.8.2 Accommodation Of Traffic Unit : Prov Sum

Add the following to A 8.8.2:

The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. as required, for the guarding and protection of the works, for the construction, gravelling and maintenance of access roads and detours to the site of the works, borrow pits or spoil sites, as well as for the later removal or the cleaning and tidying up thereof, for making the necessary traffic arrangements and arrangements with regard to the moving and/or re-erection of existing traffic signs, as well as all other costs to accommodate the traffic during construction.

PS A 8.8 OHS Requirements (Contractor) Unit : Sum

Add the following payment item

The cost under this item shall include all cost that will be incurred by the contractor for the compliance with the Occupational Health and Safety Act e.g. submission of safety plan, safety officer, safety equipment, etc. The contractor will be audited on a frequent basis for compliance with the act.

VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SANS 1200 AB : ENGINEER'S OFFICE

AB 3 MATERIALS

PS AB 3.1 NAMEBOARDS

Substitute "South African Institution of Civil Engineers" in the first paragraph of AB 3.1 with "South African Association of Consulting Engineers".

PS AB 3.2 OFFICE BUILDINGS

No office for the engineer is required for this contract.

AB 5 CONSTRUCTION

PS AB 5.1 NAMEBOARDS

Add the following to AB 5.1:

The nameboards shall be erected within a month of the commencement date of the contract and shall be placed at the position indicated by the Engineer. Any damage to these boards shall be repaired within fourteen days of a written instruction issued by the Engineer. No payment shall be made in terms of the contract prior to the erection of the nameboards.

The Contractor will be permitted to erect a maximum of two of his own nameboards, in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not kept in good repair.

PS AB 5.5 SURVEY ASSISTANTS

Substitute "two or more suitably educated survey labourers" in the first sentence of PS 5.5 with "two semi-skilled labourers."

PS AB 5.6 SURVEY EQUIPMENT

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed:

- a) one tachometer capable of reading to minimum 20 seconds and maximum 6 seconds plus tripod;
- b) one automatic level plus tripod;
- c) two tachometer staffs and one level staff, all graduated metrically;
- d) one 5 m and one 100 m tape measure; and

e) diverse surveyors necessities like paint, pegs, etc.

The above-mentioned equipment may by arrangement be shared between the Contractor and the Engineer's representative.

The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

AB 8 MEASUREMENT AND PAYMENT

AB 8.2 PAYMENT

PS AB 8.2.2(a) Two (2) standard nameboardsUnit : Sum

The rate shall cover all time-related costs pertaining to the nameboards as prescribed in PS AB 5.1.

Add the following

PS AB 8.3.2.1(c) Accommodation for engineers' site personnelUnit : Prov Sum

"The engineer may arrange for the obtaining of rented accommodation for his supervisory personnel on site. Payment of such rent shall be made under the provisional sum in sub-item PS AB 8.5 and shall be expended on a monthly basis by the contractor as ordered by the engineer."

VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SANS 1200 C: SITE CLEARANCE

C 3 MATERIALS

PS C 3.1 DISPOSAL OF MATERIAL

Material obtained from clearing and grubbing shall be disposed of at the site indicated at the site inspection. If such a site is indicated at tender stage, the cost of transporting material and debris will be included under 8.2.1.

Loading and off-loading should be done by hand and the contractor must price accordingly under item 8.2.1.

C 5 CONSTRUCTIONS

PS C 5.1 AREAS TO BE CLEARED AND GRUBBED

Substitute the first sentence of C 5.1 with the following:

Unless otherwise indicated by the Engineer, clearing and grubbing are limited to a 2,5m wide strip along the pipe route. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

The Contractor may proceed with clearing and grubbing after the handing over of the site.

Substitute the last paragraph with the following:

The Contractor shall program his work in such a manner that reclearing will not be necessary. The cost of re-clearing shall be borne by the Contractor.

C 5.2 CUTTING OF TREES

C 5.2.3 Preservation of Trees

PS C 5.2.3.2 Individual trees

Trees outside pipeline routes must be left standing and undamaged, except where otherwise ordered in writing by the Engineer.

A penalty of R1000,00 per tree for trees damaged and/or removed will be charged.

PS C 5.9 EXISTING FENCING

The fencing parallel to the pipeline routes must only be removed and re-erected at the positions as indicated and approved by the Engineer and repaired where it was damaged.

When the pipeline routes cross fencing or gates temporary wiregates must be provided that must be kept closed.

After completion of the work these fences or gates must be repaired to the same condition as before commencement of the work.

C 8 MEASUREMENTS AND PAYMENT

C 8.2 SCHEDULED ITEMS

PS C 8.2.1 Clearing

The removal of all rocks and boulders on site over 0,15 m³ will be paid under subclause D 8.3.2(b).

The removal of hard rock other than boulders will be paid under subclause PS DB 8.3.2(b).

PS C 8.2.11 Remove and re-erect existing fences Unit : m

The rates shall cover the cost of removal and stacking of fencing material, including all gates, as well as the re-erection thereof with the existing material. No payment will be made for the replacement of fencing material that has been damaged by the Contractor and all costs for this are deemed to be covered by the rate for the appropriate items.

Material that is unsuitable for re-action must be viewed by the Engineer before it is removed. Only by written approval from the Engineer can the Contractor claim advance compensation for such material.

VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SANS 1200 D: EARTHWORKS

D 3 MATERIALS

D 3.3 SELECTIONS

PS D 3.3.1 General

Substitute the second paragraph of D 3.3.1 with the following:

The Contractor shall deal selectively with material from general excavation. Any imported material in road reserves that do not comply with the minimum requirements for the respective layers, shall be removed and replaced with suitable material, all at the Contractor's expense.

The Contractor shall deal in such a way with materials from all excavations for pipe trenches to ensure that usable material is not contaminated with unsuitable material. If usable material is contaminated, such contaminated material shall be removed and replaced with suitable material, all at the Contractor's expense. No additional payment shall be made in respect of this and all relevant costs shall be deemed to be included in the tendered rates.

All unsuitable material shall be removed prior to importing fill material in such areas.

PS D 3.4 PHYSICAL PROPERTIES

The geotextile must comply with the appropriate requirements of "SANS 1200 DK : Gabions and Pitching".

Stone for subdrains and filter layers must comply with SANS 1083 for grade S aggregate for bituminous sealing.

D 5 CONSTRUCTION

D 5.1 PRECAUTIONS

PS D 5.1.2.1 Barricades and Lighting

The Contractor's attention is drawn to the fact that pipelines must be constructed under access roads. The Contractor must arrange his work in order to assure free flow of traffic. No additional payment for any discomfort, extra costs or delayment as a result of the provision of this facility will be made except for the items as allowed under PS A 8.8.2.

PS D 5.1.2.2 Detection, location and exposure

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and

subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "As Built" drawings.

A minimum of three trial cross trenches per streetblock must be excavated by hand perpendicular to the pipeline route to establish the position of existing services and the final portion of the network pipeline.

All services must be located and opened for inspection by the Engineer before commencing trench excavation. Any costs or losses suffered by the Contractor as a result of not abiding by this specification will be for the Contractor's account.

PS D 5.1.4.1 Dust nuisance

The Contractor is responsible for dust control and is liable for all claims that may result from dust nuisance on all parts of the site and at all times from the date of handing over of the site to the completion date of the contract. No payment regarding the above-mentioned will be made and all costs shall be deemed to be covered by the tendered rates.

PS D 5.1.6 Road Traffic Control

- a) Sufficient road signs must be erected in such a way that motorists will be warned in time of works, eg. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.
- b) Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before the commencement of construction. Where main roads are crossed, detours and temporary traffic signs must be provided as shown on the attached drawings.
- c) Where a trench crosses a street or any place where a trench crosses the direction of traffic flow, drums must be placed in the street and not just along the sides of the street with dangertape in between.
- d) Dangertape must be put up between drums and tied around the drums.
- e) Drums may not be filled with stones. The spacing of drums must be in such a way (maximum 5 m) that they are visible from all directions.
- f) Sufficient safety measures must be utilised for pedestrians.
- g) Vehicular and pedestrian access must be maintained to all stands, businesses, etc at all times.

D 5.2 METHODS AND PROCEDURES

D 5.2.2 EXCAVATION

PS D 5.2.2.2 Borrow Pits

The contractor must construct and maintain at his own cost the necessary access roads and borrow pits. The position of borrow pits must be approved by the Engineer before opening up the borrow pits.

PS D 5.2.2.3 Disposal

All surplus and unsuitable material shall be dumped and neatly finished off in the area pointed out for this during the site inspection.

PS D 5.2.3.2(b) Backfilling

The backfilling of excavations along the perimeter of valve chambers, etc to provide workspace for vertical shuttering must be placed in $\pm 200\text{mm}$ layers and compacted to 90% mod AASHTO with material from the excavation or with material from approved borrow pits. This backfilling is not measured separately but is included in the tariff for the chambers.

All over excavation must be backfilled by the Contractor with mass concrete of the specified grade at his own cost. Where such over excavation has been ordered by the Engineer the backfilling with concrete will be measured and paid separately.

D 8 MEASUREMENT AND PAYMENT

D 8.3 SCHEDULED ITEMS

D 8.3.3 Restricted Excavation

The excavation of the valve chamber, standposts, etc is not measured separately and is included in the tariffs of the chambers.

PS D 8.3.16

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following to the fifth paragraph:

“Provision is made in the bill of quantities for payment for searching and exposing of known or unknown services as well as the relocation and/or protection of existing services. Any moving of existing

services which may be required within the proclaimed road reserve will be undertaken by the relevant service authorities or by a selected subcontractor if so ordered by the engineer."

B1204 PROGRAMME OF WORK

a) General requirements

"The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contractor documents:

- The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)
- Requirement regarding the training of labourers and Emerging Contractors (EC's).
- The requirements for work to be undertaken by labourers and work to be undertaken by EC's.

b) Programme of work for rehabilitation work

"The engineer shall, however, undertaken acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintain his own quality control system".

Add the following at the end of this clause:

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing."

B1206

"The contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith."

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and

trigonometrical survey beacons that have been displaced or destroyed shall be replaced by registered land surveyor, who shall certify such replacement.

The cost replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor."

B1209 PAYMENT

c) Rates to be inclusive

"VAT shall be excluded from the rates and provided for as lump sum in the Summary of Bill of Quantities."

d) Materials on the site

"in addition, the engineer may at his sole discretion also allow payments under "Materials on Site" in respect of any construction materials if stored off-site providing that:

- a) The site selected for this purpose is approved by the engineer
- b) Such land is physically separated from any production plant or operation
- c) Only materials for use under this contract is stockpiled on such land
- d) The contractor has provided proof of an agreement with the owner of land that the owner has no claim whatsoever on any materials stockpiled land
- e) Material obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials site."

VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SANS 1200 DB : EARTHWORKS (PIPE TRENCHES)

DB 3 MATERIALS

DB 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

PS DB 3.1.1 Method of Classifying

Substitute DB 3.1.1 and DB 3.1.2(a), (b) and (c) with the following:

The Engineer shall classify excavated materials as Soft Class 1, Soft Class 2, Soft Class 3, intermediate and rock. Soft Class 1, Soft Class 2 and soft Class 3 will be measured under hand excavation while Intermediate and Rock will be measured individually as extra-over items.

TABLE 1 : CLASSIFICATION OF MATERIALS

CLASSIFICATION	DESCRIPTION
Soft Class 1	Material which can be excavated by means of a suitable shovel without the use of a pick or other hand swung tool.
Soft Class 2	Material which can be readily excavated with the aid of a pick or other hand swung tool.
Soft Class 3	Material which can be excavated with difficulty with the aid of a pick or other hand swung tool.
Intermediate	Materials which are difficult to remove by hand even with the aid of a crowbar and require the assistance of pneumatic tools for economical removal.
Rock	Material which cannot be economically fragmented and loosened for removal by hand implements and pneumatic tools except by drilling and blasting or the use of rock breaking equipment.

TABLE 2 : CLASSIFICATION OF MATERIALS IN TERMS OF CONSISTENCY AND SHEAR STRENGTH

MATERIALS CLASSIFICATION	CONSISTENCY (as defined in Table 3)		TYPICAL NUMBER OF BLOWS THAT A DCP REQUIRES TO PENETRATE 100mm OF MATERIAL +	
	Granular Soil	Cohesive Soil	Granular Soil	Cohesive Soil
SOFT, Class 1	Very loose/loose	Very soft/soft	≤ 2	≤ 1
SOFT, Class 2	Loose/medium dense	Soft/firm to stiff	2 - 6	1 - 5
SOFT, Class 3	Dense	Stiff/very stiff	7 - 15	6 - 8
INTERMEDIATE	Very dense	Very stiff	16 - 50	8 - 15
ROCK	-	-	-	-

+ Only applicable to materials comprising not more than 10% gravel (particles having dimensions $\geq 2,5\text{mm}$) of size less than 10mm and materials containing no isolated small boulders).

TABLE 3 : CONSISTENCY OF MATERIALS

GRANULAR MATERIALS		COHESIVE MATERIALS	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle
Loose	Small resistance to penetration by sharp end of a geological pick	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-

			40 mm; can be moulded by fingers with some pressure
Medium dense	Considerable resistance to penetration by sharp end of a geological pick	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10mm; very difficult to mould with fingers
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers
Very dense	High resistance to repeated blows of a geological pick	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick

In the first instance, the classification shall be based on the descriptions given in Table 1. In the event of disagreement between the Contractor and the Engineer, the Engineer shall classify the material in accordance with Tables 2 and 3. The decision of the Engineer on the classification shall then, subject to the provisions of the Contract, be final and binding.

The Contractor shall notify the Engineer of the presence of what he considers to be rock or intermediate material immediately upon discovery thereof. The Engineer will inspect the material and decide whether or not it warrants the use of pneumatic tools or rock breaking equipment. In the case of isolated boulders set in a soil matrix, the Engineer may order the Contractor to either widen the excavation and roll the boulders sideways or lift the boulders out from the trenches.

In the event that the Engineer decides that the use of pneumatic tools, rock breaking equipment, or blasting is necessary, he will classify the material accordingly and arrange for the quantity thereof to be measured. The Construction Manager will supply necessary pneumatic equipment and arrange for others to break up rock into manageable pieces.

PS DB 3.5 BACKFILL MATERIALS

- a) Road crossings, access to services, farms and camps and any section that fall within the road reserve shall be classified as areas subject to loads from road traffic and must be compacted accordingly to the top of the trench (natural ground level).

DB 3.6 MATERIALS FOR REINSTATEMENT OF ROADS AND PAVED AREAS

PS DB 3.6.1 Subbase and Base

Where trenches cross or run adjacent to surfaced roads and paved areas of which the surfaces are scheduled to be reinstated, the material excavated from the existing base and/or subbase pavement layer(s) shall be set aside and used in the reconstruction of the

subbase layer. Where applicable, new material complying with the requirements of SANS 1200 MF shall be used in the reconstruction of the base layer. Any shortfall in material for the reconstruction of the subbase layer shall be made up by the use of material complying with the requirements of SANS 1200 ME.

PS DB 3.7 SELECTION OF MATERIAL FOR REPAIR WORK

If the excavation of a pipeline damage an existing road surface, the Contractor must stockpile material from the top 200mm of such a road surface in order to reuse it as subbase for the repairing of the road crossing.

If necessary gravel material that is suitable for the reparation of road surfaces must be imported.

The Contractor must make provision in his tariffs for compaction in road reserves for the selection of excavated material as specified above.

DB 4 PLANT

PS DB 4.1 EXCAVATION EQUIPMENT

Add the following to DB 4.1:

An adequate number of suitable tools, including hand stampers, wheelbarrows and hosepipes shall be provided by the Contractor. The Contractor will supply mechanical compaction equipment and when required pneumatic and rock breaking equipment.

All excavations exceeding the specified widths, shall be backfilled with approved selected material. No payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

DB 5 CONSTRUCTION

DB 5.1 PRECAUTIONS

PS DB 5.1.1.1 Water in Trenches

Water in pipe trenches may cause movement of the pipes as a result of flotation and backfilling must therefore be executed as quickly as possible. If movement of the pipes does occur the contractor must, unless otherwise instructed by the Engineer, remove the pipes from the trench and reinstall it at his own expense.

PS DB 5.4 EXCAVATION

“Excavation and backfilling of pipe trenches on sidewalks in the residential area shall be done in such a manner as to ensure the least possible disruption to the public and access to the properties. No additional payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

PS DB 5.5 TRENCH BOTTOM

Substitute "90 %" in the second paragraph of DB 5.5 with "93 % (100 % for sand)".

PS DB 5.5.1 Over Excavation of Trenches

Where pipe trenches are excavated deeper than specified or shown on the drawings, these excavations must be backfilled with suitable approved selected material in layers of not more than 150mm uncompacted thickness and must be compacted to the thickness of the adjoining insitu material or as prescribed by the Engineer.

Where the Engineer views these backfilling methods as not sufficient he may require that the over excavation or part thereof be filled with mass concrete of a prescribed grade. All backfilling as a result of over excavation will be at the own cost of the contractor.

DB 5.6 BACKFILLING

PS DB 5.6.1 General

Backfilling in road reserves must compacted in 100mm layers up to natural ground level.

Where prescribed by the Engineer all surplus material must be neatly piled over the real trench width to a height not more than 150mm higher than the adjoining level.

PS DB 5.6.3 Disposal of Soft Excavation Material

All surplus and unsuitable material as described in DB 5.6.3 shall be disposed of at the spoil site, (as described in PS D 5.2.2.3) and levelled.

DB 5.7 COMPACTION

PS DB 5.7.2 Areas Subject To Traffic Loads

All pipe trenches within road crossings, access to services, farms and camps that fall within the road reserve, will be regarded as areas subject to traffic loads. Backfilling of trenches that are subject to traffic loads will be executed in layers of 100mm as follows:

Selected backfill material	:	94%	mod	AASHTO (final thickness of layer - 200mm)
Main backfill up to road layers	:	96%	mod AASHTO	
Subbase	:	97%	mod	AASHTO (final thickness of layer - 200mm)
Base	:	98%	mod	AASHTO (final thickness of layer - 175mm)

DB 5.9 REINSTATEMENT OF SURFACE

PS DB 5.9.2 Private Property And Commonage

Gardens and lawns shall be repaired to the original standard where they were crossed. Grass and plants shall be taken out of the ground, temporarily stocked, watered during construction and replanted after backfilling.

DB 8 MEASUREMENT AND PAYMENT

PS DB 8.1 BASIC PRINCIPLES

Delete "along the route of the pipeline" in DB 8.1.1.

DB 8.2 COMPUTATION OF QUANTITIES

PS DB 8.2.4 Shoring

Shoring will only be measured and paid for if written approval is given by the Engineer before it is installed.

DB 8.3 SCHEDULED ITEMS

PS DB 8.3.2 Excavation

PS DB 8.3.2 (a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material Unit : m

The classification of the soil types are according to DB 3.1 to DB 3.7

PS DB 8.3.2 (c) Excavate Unsuitable Material From Trench Bottom Unit : m³

Delete within freehaul distance and replace with "within 3 km from an excavation".

PS DB 8.3.2 (d) Excavation By Hand To Expose Existing Services Unit : m³

The provisions of subclause PS D 8.3.8.1(c) shall apply mutatis mutandis.

PS DB 8.3.2 (e) Extra-over PS DB 8.3.2(a) for temporary stockpiling of material Unit : m³

Temporary stockpiling of material will only be measured and paid for if ordered so in writing by the Engineer and if it is not contaminated with unsuitable material.

The rate shall provide for the handling and stockpiling of the material within the freehaul distance.

DB 8.3.3 Excavation Ancillaries

PS DB 8.3.3.1 Make up deficiency in backfill material (provisional) Unit : m³

a) Stockpile Unit : m³

Add the following to the last paragraph of DB 8.3.3.1:

No payment will be made for the transport of material from commercial sources or sources outside the site that the Contractor has selected.

PS DB 8.3.3.3 Compaction in Road Reserves Unit : m³

This item is only applicable to the main fill above the bedding and fill blanket.

PS DB 8.3.4 Particular Items

(a) Shore trench Unit : m

The tariff for shoring must also make provision for the difference in the tariff for excavation.

(b) Control of Ground Water Unit : m

The tendered rate for the effective control of ground water shall cover for all equipment, plant, material as well as the labour involved to use the well points, pumps and pipes, etc to control the ground water before and during excavation. The rate shall also cover the maintenance of the equipment for the total contract period. Payment for this item will only be made if the Contractor used well points and pumps to control ground water before or during excavation and measurement will be done on the length of pipe laid in trenches where ground water control had been applied.

DB 8.3.5 Existing Services That Intersect Or Adjoin A Pipe Trench

PS DB 8.3.5(a) Services that intersect a trenchUnit : No

Existing services with a depth of cover exceeding 300 mm, measured from the bottom of excavation to the top of the existing service shall not be measured and paid for. There will be distinguished between existing trunk services and existing erf connections.

The rate shall also allow for the following costs:

- i) Sufficient photo's have to be taken of existing services and handed over to the Engineer before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services, especially on private property.
- ii) If such a service is damaged, it has to be repaired to its original condition or if possible, to a standard agreed to in writing with the relevant owner. This agreement has to be approved by the Engineer.

- i) If such a service is removed, it has to be replaced as per original.

2.

PS DB 8.3.5(b) Services that adjoin a trench Unit : No or m

The unit "number" will only be used for services such as poles and trees.

The cost for shoring shall be deemed as covered by the listed items and no additional payment will be made for this.

No payment will be made for overhead services that do not directly rest on the ground except where allowance is made for this in the bill of quantities.

Existing services that rest directly on the ground e.g. poles, trees, walls and structures are handled in the same way as underground services, but the axle of the service will be determined as follows:

The vertical axle is defined as the nearest side or corner of the existing structure to the excavation, measured at the point where the structure and natural ground level intersect.

The horizontal axle will be at the point where the structure and the natural ground level intersects. In this instance, where the excavation falls above the 45° line but within 1,0 meter horizontally from the structure, the service will also be measured as adjoining.

If the structure, according to the abovementioned, does not qualify as an adjoining service but the foundation of the structure is such that if a 45° line drawn from the nearest bottom corner thereof cuts through the excavation, the structure will be measured as an adjoining service **if approved by the Engineer**.

If there is more than one service adjoining the same trench and such a service is on the same side of the trench, payment will only be made for the nearest service to the trench, or if they are the same distance from the trench for the top one. The maximum number of services that will be paid for, is therefore one on each side.

There will be distinguished between existing trunk services and existing erf connection.

PS DB 8.3.5.2 Removal and reinstatement of existing grass areas Unit : m²

The rate for the reinstatement of lawns, where it was crossed by pipe trenches, will include the following :

- i) the removal of grass sods in the strip needed for excavating the trench;
- ii) maintenance of the grass sods during the construction period;
- iii) reinstating the grass to its original level and watering it after backfilling the trench.

Payment will only be made for the specified trench width and on approval of the Engineer.

DB 8.3.6 Finishing

PS DB 8.3.6.1 Reinstatement road surfaces complete with all courses Unit : m²

- a) Gravel Unit : m²

The area will be calculated from the length of finished road or paved surfaces as applicable and with the trench width taken as 0,8m. Payment for finishing will be additional to that for excavation covered by 8.3.2.

The rate shall cover the cost, selective excavation (including the equipment that is required to break up, remove and, if necessary, stockpile the original surface material), and

subsequently of reinstating and compaction and shall include the cost of delays and the cost of any risk of having to repair damage as specified in DB 5.10. Compaction to be according to PS DB 5.7.2.

b) Municipal Tar Roads Unit : m²

For crossing of Municipal tar roads, the tendered rate will include the following:

Direct consultation two weeks before construction with relevant authorities.

All costs for labour and material for crossing the tar road according PS A 5.2 will be included in the tendered tariff. The bituminous surface must be cut in a straight line to ensure a neat finish. Any usable material from the road crossing must be selected and piled for re-use.

The provision of pipe, lay, in-bed, coupling, disinfect and testing as well as excavation in rock, imported bedding and backfilling of trench shall be measured and paid elsewhere in the Schedule of Quantities.

VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SANS 1200 G: CONCRETE (STRUCTURAL)

PSG3 MATERIALS

PSG3.2 CEMENT

3.2.1 Portland Cement and Slag cement

All cement must carry the SANS product certification mark. This mark ensures that cement and cement blends conform to the specifications laid down by the Bureau of Standards in SANS ENV 197-1 (1992) and SANS ENV 413-1 (1994).

SANS ENV 197-1 CEM I Portland Cement

SANS EN 197-1 CEM II Portland slag-, silica fume-, fly ash-, limestone- and composite Cement

SANS ENV 197-1 CEM III Blastfurnace Cement

"Masonry" cement shall comply with the relevant requirements of the following specification:

SANS ENV 413-1.

Old product Nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
OPC	CEM I CEM I	32,5 32,5 R
RHC	CEM I CEM I	42,5 42,5 R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S CEM II/A-S CEM II/A-S	32,5 32,5R 42,5

PC15FA	CEM II/A-V CEM II/A-V CEM II/A-W CEM II/A-W	32,5 32,5R 32,5 32,5R
RH15FA	CEM II/A-V CEM II/A-V CEM II/A-W CEM II/A-W	42,5 42,5R 42,5 42,5R
PBFC	CEM III/A CEM III/A	32,5 32,5R
PFAC	CEM II/B-V CEM II/B-W	32,5 32,5
RH30SL	CEM II/B-S CEM II/B-S	32,5R 42,5
RH40SL	CEM III/A CEM III/A	32,5R 42,5

Applicable Specifications

Portland cement that conforms to SANS 471.

3.2.3 Storage of cement

Replace this subclause with the following subclause:

Cement which is stored on the Site shall be kept under a cover that provides adequate protection against moisture and other factors that may aggravate deterioration.

Where the cement is supplied in bags, the bags shall be closely and neatly stacked to a height not exceeding 12 bags, and they shall be so arranged that they can be used in the order in which they were delivered to the site. Different brands and/or types of the same brand shall be stored separately.

The storage of cement in bulk in silos or similar containers shall be permitted, provided that the cement drawn for use is measured by mass and not by volume.

Cement shall not be kept in storage for longer than six weeks from the date of manufacture without the Engineer's permission.

The Engineer may order the removal of cement, which is older than six weeks, from the site or the alteration of the design mix if he does allow its use. Alternatively, he may allow the cement to be used in concrete of less critical importance, as in blinding layers.

PSG3.5 ADMIXTURES

3.5.1 Approval of admixtures required

Add the following paragraph to this subclause:

- e) Admixtures shall be of an approved brand or type. Admixtures shall be approved by the SANS for the use in water retaining structures. No admixtures shall be used without the approval of the engineer.

PSG4 PLANT

PSG4.5 FORMWORK

4.5.2 Finish

All external corners shall be chamfered by the fixing of fillet strips into the corners of the formwork to form 25 mm x 25 mm chamfers, all at no extra payment.

4.5.3 Ties

Only patented ties with cutoff collars shall be used on water-retaining structures. These ties shall be approved by the Engineer. Tie openings must be plugged with a waterproof mortar like "Sika – 4a Fixing Mortar" by Sika or equivalent approved.

PSG5 CONSTRUCTION

PSG5.1 REINFORCING

5.1.3 Cover

Unless otherwise shown on the drawings, minimum cover to reinforcement shall be as for "severe" conditions.

5.1.4 Laplength

The minimum laplength for reinforcing must be 50 diameters or as indicated on the drawings. Splices must be staggered.

PSG5.2 FORMWORK

5.2.2 Preparation of formwork

The joints between continuous formwork elements shall be closely butted and, where necessary, if undue leakage is expected, the joints shall be caulked, taped or packed with a sealing gasket, all at no extra payment.

PSG5.5 CONCRETE

5.5.1 Quality

5.5.1.2 Consistency

The slump for concrete to be used in water retaining structures shall not be less than 50 mm and not more than 75 mm.

5.5.1.5 Durability

All water retaining structures shall be deemed to be exposed to severe conditions.

5.5.1.7 Strength concrete

Unless specified differently the grade of concrete to be used shall be as follows:

- i) Grade 35/20:

All reinforced concrete in reservoir structure

ii) Grade 25/20:

All reinforced concrete excluding reservoir structure

iii) Grade 15/20:

Blinding layers and unreinforced foundations

iv) Grade 15/40:

Mass concrete and concrete filling

v) Grade 15/10:

Screeds and benching

5.5.1.8 Mix Proportions

Grade 35/20 concrete:

The minimum cement content should be 325 kg/m³. A maximum water/cement ratio of 0,5 should be used. The cement used should be CEM III Blustfurnace Cement conforming with SANS ENV 197-1. The 28-day characteristic strength should be 35 N/mm². The cement content should not exceed 400 kg/m³.

5.5.1.11 Watertight concrete

Add the following to this sub-clause:

All structures shall be deemed to be water-retaining unless otherwise specified.

5.5.16 No-fines concrete

5.5.16.1 Materials

Cement, aggregate and water shall comply with the requirements of Clause 3 of this section.

Each size of aggregate shall be a single-sized aggregate graded in accordance with SANS 1083.

5.5.16.2 Grades of no-fines concrete

No fines concrete shall be classified by the prefix NF and the size of the aggregate to be used. Grade NF 20 means a no-fines concrete with a 19 mm nominal size aggregate.

The volume of aggregate per 50 kg of cement for grade NF 20 no-fines concrete shall be 0,3 m³.

5.5.16.3 Batching and mixing

Cement shall be measured by mass or full bags of 50 kg each and aggregate shall be measured by volume in approved measuring boxes or wheelbarrows.

The quantity of water added shall be just sufficient to form a smooth grout that will adhere to and completely coat each and every particle of aggregate and to be just wet enough to ensure that, at points of contact of the aggregate, the grout will run together to form a small fillet to bond the aggregate together. The mix shall contain no more than 20 l of water per 50 kg of cement. Cubestrength on 4 and 28 days to be respectively 3,0 MPa and 4,0 MPa.

Mixing shall be carried out in an approved batch-type mechanical mixer, but small quantities may be hand mixed.

5.5.16.4 *Placing*

No-fines concrete shall be placed in accordance with the procedure agreed on by the Engineer. It shall be placed in its final position within 30 minutes of mixing.

The no-fines concrete shall be worked sufficiently to ensure that it completely fills the space to be concreted and that adjacent aggregate particles are in contact with one another. Excessive tamping or ramming shall be avoided and under no circumstances may the no-fines concrete be vibrated.

5.5.16.5 *Protection*

All no-fines concrete shall be protected from the elements and loss of moisture. Protection against loss of moisture shall be accomplished in one or more of the following ways:

- a) Covering exposed surfaces with sacking or other approved material kept continuously wet.
- b) Covering exposed surfaces with plastic sheeting.

No-fines concrete placed during cold weather shall be adequately protected against frost for at least three days.

5.5.17 *Joints in structures*

5.5.17.1 *Materials*

a) *General*

All materials used in the forming, construction and sealing of permanent joints, as well as all proprietary or custom-built expansion-joint assemblies shall be subject to the approval of the Engineer.

When required by the Engineer, the Contractor shall submit test certificates from an approved independent testing authority to show that the respective materials comply with the specified requirements, or a certificate from the patent holder or designer to certify that the manufactured item complies in all respects with relevant product specifications.

b) *Joint fillers*

Joint fillers shall consist of closed cell expanded polyethylene with a density of not less than 100 kg/m³.

c) *Sealants*

Joint sealers shall consist of approved products as specified on the drawings.

Other sealants may be used if approved by the Engineer after submission of full specifications and information by the Contractor at tender stage.

d) Water stops

Water stops shall be of plasticized, virgin, non-biodegradable PVC, and of the type specified or shown on the drawings.

e) Accessory materials

Primers

When a primer is to be used in conjunction with the sealant, it shall be of the prescribed proprietary material.

Adhesives

Adhesives used in conjunction with preformed seals shall be of a proven and approved type which is compatible with the material of the seal.

Bond breakers

Polyethylene tape, coated papers, metal foils or similar material may be used where bond breakers are required.

Back-up material

Back-up material shall consist of a compressible material of correct width and shape in order to ensure that it will be in approximately 50% compression after installation and that the sealant can be formed to the specified depth. Back-up materials shall be compatible with the sealant used. Material containing bitumen or volatiles shall not be used with thermosetting chemically curing sealants.

f) Storage

All materials used in the forming, construction and sealing of permanent joints and all proprietary or custom built expansion-joint assemblies shall be stored off the ground under cover that provides adequate protection against sunlight, physical or chemical damage or other factors that may cause deterioration.

5.5.17.2 Sealing of joints

a) General

Sealed joints shall be made watertight over the full length of the joints.

b) Preparation of joints

After removal of the temporary filler material or the breaking-out of the excess concrete, the inside faces of the joint shall be wire-brushed or grit-blasted to remove all laitance and contaminants. Thereafter the joint shall be cleaned and blown out with compressed air to remove all traces of dust. Solvents shall not be used for removing contaminants from concrete and porous surfaces.

Care shall be taken to ensure that primers or adhesives are applied only to surfaces that are absolutely dry. The primer or adhesive shall be applied strictly in accordance with the

manufacturer's instructions. Unless otherwise specified, the primer shall be applied within the temperature range of 10°C to 40°C and the sealant shall be applied after the curing period of the primer and within the period during which the primer remains active.

c) Sealants

Sealants shall be applied strictly in accordance with the manufacturer's instructions by a person skilled in the use of the particular type of sealant. The trapping of air and the formation of voids in the sealant shall be avoided. The sealant shall be finished to a neat appearance flush with the edges of the concrete or to the specified depth.

Thermoplastic hot-poured sealants shall not be poured into the joints when the temperature of the joint is below 10°C. The safe heating temperature shall not exceed the specified pouring temperature by more than 10°C.

Two-part thermosetting chemically curing sealants shall not be applied after expiring of the specified potlife period, which shall commence once the base and activator of the sealant have been combined.

d) Waterstops

General requirements

The waterstops shall be supplied in unjointed standard production lengths. Site jointing shall be limited to the absolute minimum. Where lengths in excess of the standard production lengths are required, such longer lengths shall preferably be factory jointed.

At intersections, transitions and abrupt changes of direction, factory-moulded watertight junction pieces shall be used so that any site jointing can be restricted to simple joints.

When a waterstop with a centre bulb is intersected, the centre bulb shall be continuous throughout the intersection irrespective of the make-up of the intersection.

The waterstops shall be manufactured from high-quality virgin material and shall not contain any scrap or reclaimed material.

The waterstops shall be precision moulded or extruded to the required cross-sectional profile, they shall be free from porosity or other imperfections, and shall be provided with eyelets so that they can be securely fixed to prevent displacement during concreting.

All joints shall be butt-jointed hot-welded joints. Where joints cannot be factory made, site joints shall be made in accordance with the manufacturer's instructions with equipment prescribed or supplied by the manufacturer and approved by the Engineer.

5.5.18 Building in of pipes

The Contractor under this Contract shall be responsible for building-in or caulking and making watertight around all pipes and fittings which pass through walls or under floors of the structures, irrespective of whether the Contractor himself supplies and installs the pipes and fittings, or the Employer purchases the pipes and fittings and the Contractor under this Contract takes delivery and installs them, or some other contractor (e.g. a plant supplier) supplies and installs the pipes and fittings in recesses or through holes left in the various structures for the reception of such pipes and fittings. In the latter case the Contractor under this Contract will be paid for forming the openings and caulking of these pipes or fittings under the item provided for this purpose in the Schedule of Quantities.

Where pipes or specials are required to pass through or be set into concrete, pipes must be cast into position with the formwork fixed around them. If approved by the engineer, work holes may be left in the concrete.

Before commencing the positioning in holes of any pipes/specials the Contractor shall:

- a) cut the reinforcement to allow the pipe to be installed. Cut not more than 50mm from pipe side;
- b) remove all shuttering and boxing remaining in the holes;
- c) make any alterations required to the position and shape of the holes;
- d) thoroughly clean the sides of the holes so as to obtain a satisfactory bound surface for the new concrete; and
- e) free all surfaces of the pipes/specials of all dirt.

After accurately positioning the pipes/specials in their respective holes, the Contractor shall fix the pipes/specials in the holes.

Immediately before grouting is carried out by the placing of mortar and concrete around the pipes, the surface of the existing concrete shall be saturated with water. All surplus water shall be removed and the surface covered with a layer, approximately 12 mm thick, of mortar consisting of three parts of concrete sand and one part of cement.

The concrete ingredients shall be mixed and placed as dry as possible to obtain a dense, waterproof concrete. Where a watertight seal is required, the concrete shall be carefully worked around the puddle flange, if any, and the pipe barrel or body of the special, and shall be vibrated in layers so as to obviate any falling away from pipe/special surfaces of the concrete already placed. The whole shall, when set, form a dense, homogeneous, and waterproof mass. A spare vibrator with an independent power source shall be kept in readiness to ensure continuity of placing in the event of the breakdown of the duty vibrator.

Smooth formwork that has been suitably strengthened for use with a vibrator shall be provided for facing the concrete around each pipe/special.

5.5.20 Testing for watertightness

The structure shall be filled by water being gradually let in until the top water level has been reached. The water level will then be carefully noted and recorded by the Engineer in relation to a fixed bench-mark, and the structure shall be allowed to remain filled for a period of two weeks to permit complete absorption of water by the concrete.

Any loss of water which may have occurred shall then be made up by again filling the structure to the top water level and by allowing the water to remain undisturbed for a period of not less than four days. The structure shall be considered to be watertight if the drop in level in 168 hours (less the drop caused by evaporation) does not represent more than 1/500 of the water depth in the structure.

The evaporation shall be measured by the mean drop in level caused by the evaporation of the water in two flat containers, with an area of 1,0 m² each, floating in the water, being recorded.

The Contractor is free to attend the taking of all measurements by the Engineer.

In the event of an appreciable leakage being evident or visible at any stage of the filling or testing, or in the event of the final degree of watertightness being unsatisfactory, the Contractor shall, when so ordered by the Engineer, discontinue such filling or testing and shall, at his own expense, take approved steps to rectify the leakage, until a test proves that a sufficient degree of watertightness has been obtained.

Before the period of maintenance expires, the Engineer shall have the right to retest the structure for watertightness, results of such further tests will be made available for the information of the Contractor. In the event of these tests indicating an unsatisfactory degree of watertightness, the Engineer will, before issuing the final certificate, again require the Contractor to rectify the leakage, at his own expense, in such a manner as will cause the least interruption of the water supply to consumers and as will ensure the soundness of the work, to the satisfaction of the Engineer.

Should the failure of the structure to pass the first or any subsequent test for watertightness necessitate the draining of the structure, the Employer reserves the right to utilise the water by discharging it into its water-reticulation network, in which case the Contractor -

- i) shall not have to pay for the subsequent refilling of the structure;
- ii) shall, if applicable, reimburse the Employer for any additional costs incurred to make the water fit for consumption; and
- iii) shall not be entitled to claim for extra time whilst waiting for the water to be discharged into the network.

The costs of retesting the structure for watertightness shall be borne by the Contractor

PSG6 PERMISSIBLE DEVIATIONS

Notwithstanding the conditions as set out in subclauses 6.1 to 6.2 the following tolerances shall also apply to this Contract.

PSG6.3 CONCRETE ELEMENTS

Concrete elements shall be constructed and finished to the following tolerances

- i) surface irregularities 5 mm
- ii) cross section dimensions ± 5 mm
- iii) level ± 5 mm

PSG8 MEASUREMENT AND PAYMENT

8.1.1 Formwork

- 8.1.1.6 The unit rate shall also cover the cost of ties and patented ties as specified in Clause PSG4.5.3.

8.1.2 Reinforcing

Reinforcing will be paid for per ton for each type (soft, steel or high yield) and size.

Payment for mesh reinforcing will be for area covered. The unit price must allow for wastage and overlap. Overlap to be at least 300mm.

PSG8.2 SCHEDULES FORMWORK ITEMS

8.2.6 Box out holes/form Voids

Replace this pay item with the following pay item:

Formwork to openingsunit square metre (m²)

The unit of measurement shall be the square metre of formwork actually in contact with the final surface of the concrete or area to be formed in accordance with the drawings, whichever is the smaller.

The tendered rate shall include compensation for installing and subsequently removing of formwork.

8.2.7 Chamfers larger than 25 mm x 25 mm

a) size and member indicated..... unit: metre (m)

b) ditto for other sizes unit: metre (m)

The unit of measurement shall be the metre length of chamfer formwork provided. Chamfers equal and smaller than 25 mm x 25 mm will not be measured for payment and their cost shall be deemed to be included in the rates tendered for formwork.

PSG8.5 JOINTS

8.5.1 Joints with waterstops (construction and expansion)

a) Waterstops in a straight line

description of joint, type and size of waterstop with
reference to the drawings unit: metre(m)

etc. for other types and sizes.

The unit of measurement shall be the metre of waterstop installed in a straight line and measured along its centre line.

The tendered rate shall include full compensation for supplying, joining and installing the waterstop, the joining of waterstops on site, at crossings and elsewhere, for the additional costs of splitting formwork where waterstops have to be accommodated and, where applicable, for the provision of joint filler, joint sealant and accessory materials. The rate must include full compensation for joining of intersection pieces on site or in the factory.

b) Waterstops on a curve

description of joint, type and size of waterstop with
reference to the drawingsunit: metre(m)

etc. for other types and sizes.

The unit of measurement shall be the metre of waterstop installed on a curve and measure along its centre line.

The work for which allowance shall be made in the tendered rates for item PSG8.5.1(a) shall also apply to the tendered rates for this item.

PSG8.9 SEALING OF OPENINGS IN TOP SURFACE OF NO-FINES CONCRETE WITH PLASTER

Add the following pay item:

- a) plane horizontal unit: square metre (m²)

The unit of measurement shall be the square metre of sealing of no-fines concrete.

The tendered rate shall include full compensation for the construction of the plaster work, including the supply of all material, mixing, applying and finishing to a woodfloat finish.

VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SANS 1200 GA : CONCRETE (SMALL WORKS)

GA 4 TOLERANCES (SUB CLAUSE 6.1.1)

GRADE II

GA 5 CONSTRUCTION

GA 5.2 FORMWORK

PS GA 5.2.1 Classification Of Finishes

The following surface conditions are required on the finished concrete:

a) **Rough**

Concealed surfaces and surfaces lower than 100 mm below finished ground level.

b) **Smooth**

All surface finishes not classified as rough in paragraph a) shall be classified as smooth. All exposed arises unless otherwise indicated on the drawings, shall be chamfered 20 mm x 20 mm by means of triangular fillets fixed to the formwork.

GA 8 MEASUREMENT AND PAYMENT

GA 8.1 MEASUREMENT AND RATES

PS GA 8.1.2 Reinforcement

Reinforcement shall be measured and paid for by mass. Valuation of variations shall not be applicable.

No allowance shall be made for individual reinforcement bar sizes.

GA 8.2 SCHEDULED FORMWORK ITEMS

PS GA 8.2.3 Narrow Widths Unit : m

No payment shall be made for narrow widths.

GA 8.3 SCHEDULED REINFORCEMENT ITEMS

PS GA 8.3.2 High-tensile Welded Mesh Unit : Kg

Welded mesh shall be measured and paid for by mass.

GA 8.4 SCHEDULED CONCRETE ITEMS

PS GA 8.4.1 Prescribed Mix Concrete Unit : m³

The rate for installation of concrete slabs shall include for the compaction of the in situ material to 90 % of MAASHTO density.

VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SANS 1200 HA : STRUCTURAL STEELWORK (SUNDRY ITEMS)

HA 3 MATERIAL

PS HA 3.1 Structural Steel

All steel for structural steelwork to be Grade 43A or 43B with the minimum properties as tabled in table B.2 of SANS 0162-1982.

HA 5. CONSTRUCTION

PS HA 5.2.4 Welding

Welding shall be done in accordance with the relevant recommendation of SANS 0162 BS5135 and AWS D1. 1-81 (American Welding Society).

The qualification of welders shall be in accordance with the relevant clauses of the above standards, and specifically SANS 044 Part III and shall be Grade 1 welders. Grade 2 welders shall be permitted only with the Engineer's approval.

The Contractor shall provide evidence, acceptable to the Engineer, that welding procedures and Welders have been tested in accordance with the requirements of AWS D1.1.

No welding shall be permitted on site without the express approval of the Engineer, with the exception of those details shown on the drawings as site welded.

PSHA 5.2.10 Protective Treatment

PSHA 5.2.10.1 Shop painting

- i) Surface preparation*

Steelwork shall be degreased after fabrication, using an approved degreaser immediately followed by clean fresh water rinses, to obtain a water break-free surface.

Steelwork shall be thoroughly wire brushed to Grade ST3 of Standard SIS055900 - 1967 and the dust removed after degreasing to leave a smooth finish free of rust, scale, grease, welding slag or any substance deleterious to the final protective coating. Rough welding shall be made smooth and all welding spatter removed.

ii) Primer

All welds, edges and corners shall be stripe coated with high build zinc phosphate primer (75 microns) to a dry film thickness of 60-90 microns, prior to the full coat, within 4 hours after wire brushing and allowed to dry according to the manufacturers specification before coating.

After the stripe coating, one coat of high build zinc phosphate primer (75 microns) shall be applied by hand to provide a dry film thickness between 60 and 90 microns.

PS HA 5.2.10.2 Painting after Erection

i) Surface preparation

After erection all areas where the primer coat has been damaged shall be degreased, wire brushed and touched up with the primer as specified in PSHA 2.1. Degreasing shall be carried out using a sugarsoap solution followed by clean fresh water rinses and painted immediately when the surface is dry.

ii) Intermediate (second) coat

An intermediate coat of a universal / general purpose alkyd undercoat shall be applied to a dry film thickness between 25 and 35 microns within the manufacturers specified overcoating time (generally 24 hours after, but within one month after application of the primer). After this time the surface shall be degreased and lightly abraded to a matt finish and the dust removed prior to painting. The surface should be clean from grease and any trace of contaminants. The colour of the undercoat shall be distinct from the colours of the primer and top coat.

iii) Top Coat

One coat of a recoatable polythene acrylic enamel shall be applied according to the manufacturers specified overcoating time (generally 24 to 96 hours after the application of the intermediate coat) to provide a dry film thickness of 25 to 30 microns. The surface should be clean from grease and any trace of contaminants. Degreasing shall be carried out using a sugarsoap solution followed by clean fresh water rinses and painted immediately when the surface is dry. When the top coat is applied after the manufacturers maximum recommended overcoating time (generally 96 hours) for the undercoat, the surface shall be degreased and lightly abraded to a matt finish and the dust removed prior to painting. The colour of the final coat shall be as specified.

- iv) The colour of the final coat shall be Light Admiralty Grey (CK 279 no. P16) unless otherwise specified.

PS HA 5.2.11 CUTTING

No oxy-acetylene or other gas cutting and bending will be permitted on site without the Engineers approval.

The Engineer will have no hesitation in condemning and relevant component, member or unit, should oxy-acetylene or other gas cutting and bending processes be carried out by the Contractor without the Engineers approval.

PARTICULAR SPECIFICATIONS

PA: FENCING

C3.5 PA 1 SCOPE

This section covers the moving of existing fences where necessary and the erection of new fences.

This section also covers the dismantling of existing fences and the stacking of the fencing material.

PA 2 INTERPRETATIONS

PA 2.1 SUPPORTING SPECIFICATIONS

- (a) Project Specifications;
- (b) SANS 1200 A or SANS 1200 AA as applicable;
- (c) SANS 1200 C.

PA 2.2 APPLICATION

This specification contains clauses which apply to fencing in general. The interpretation of and variations from this specification are explained in Part 2 of the project specifications preceding this specification in the contract document.

PA 3 MATERIALS

PA 3.1 POSTS, STAYS, STANDARDS AND DROPPERS

Posts, stays, standards and droppers shall be of the type and size indicated on the drawings. Steel sections shall comply with the requirements of CKS 82 and wooden posts shall comply with the requirements of SANS 457. Timber posts shall be treated at the Engineer's option with either creosote or copper chrome arsenate, the latter preservative not to be used in the case of hardwoods.

Unless otherwise specified or shown on the drawings rolled steel posts shall be 15 or 22 kg/m rails as shown on the drawings. Standards shall be 2,50 kg/m Y-sections.

Droppers shall be 0,56 kg/m ridge-back pattern droppers.

Where tubular posts are specified they shall be galvanised in accordance with SANS 763 for class B1 articles and have a wall thickness of 2,95mm minimum. The length, diameter and hole

spacing shall be as shown on the drawings. Unless otherwise shown on the drawings all tubular sections shall be provided with a 230 x 230mm footplate and a pressed-steel or cast-iron cap.

Rolled steel sections shall be provided with a protective coating of tar or other approved material.

Tubular stays shall have a nominal bore of at least 60mm and a wall thickness of at least 2,95mm. They shall be first class galvanised as specified in SANS 763.

PA 3.2 BOLTS FOR STAYS

Bolts shall be galvanised steel bolts of the required length and diameter which shall not be less than 12mm. All the necessary bolts together with nuts and washers, shall be supplied with each post.

PA 3.3 WIRE

i) Barbed wire

Barbed wire shall comply with the requirements of SANS 675 and shall be one or more of the following types :

(a) High-tensile grade

Single-strand 3,15mm x 2,50mm oval-shaped (2,81mm equivalent diameter) either lightly or fully galvanised as specified in the schedule of quantities.

(b) High-tensile grade

Single-strand fully galvanised (first class coating wire) 2,80mm x 1,90mm diameter oval-shaped (2,31mm equivalent diameter). This wire shall not be used less than 500mm above ground where there is danger of veld fires.

(c) Mild-steel grade

Double-strand unidirectional twist wire, each strand 2,50mm diameter, for use at any height above ground. The wire shall be either lightly galvanised or fully galvanised as specified in the Schedule of Quantities.

ii) Smooth wire

Smooth wire shall comply with the requirements of SANS 675 and shall be of the types specified below :

(a) Straining wire

Shall be 4,0mm diameter lightly galvanised wire.

(b) Fencing wire

Shall be high-tensile grade 2,24mm diameter wire either lightly or fully galvanised as specified in the Schedule of Quantities.

(c) **Tying wire**

Shall be 2,50mm diameter mild-steel lightly galvanised wire for tying fencing wire to standards and droppers and 1,6mm mild-steel lightly galvanised wire for tying netting and mesh wire to fencing wire.

PA 3.4 DIAMOND MESH

Diamond mesh (chain-link fencing) shall comply with the requirements of SANS 1373. The width shall be as shown on the drawings and the edge finish shall be both sides clinched or barbed.

The nominal diameter of the wire shall be 2,5mm and the mesh size shall be 64mm x 64mm.

The wire shall be lightly galvanised.

PA 3.5 WIRE NETTING

Wire netting shall be galvanised mild-steel wire with a minimum diameter of 1,8mm with 75mm hexagonal mesh.

The width shall be as shown on the drawings.

PA 3.6 GATES

Gates shall be manufactured to the dimensions shown on the drawings.

Farm gates shall be standard government type farm gates.

Gates shall be complete in every respect including hinges, washers, bolts and locking chain attached to the gate.

PA 3.7 TIMBER POSTS

Timber posts for holding down mats where the fence crosses streams, shall comply with the requirements of SANS 457 and shall be creosote impregnated in accordance with SANS 05 with creosote complying with SANS 538 or 539.

PA 3.8 MANUFACTURING TOLERANCES FOR WIRE

The actual diameter of wire supplied shall nowhere be less than the specified diameters by more than the following tolerances :

Specified Diameter	Tolerance
1,0 - 1,8mm	0,05mm
2,0 - 2,8mm	0,08mm
3,15 - 4,0mm	0,10mm

PA 4 IMPLEMENTS

No special implements are specified.

PA 5 CONSTRUCTION

PA 5.1 TYPES OF FENCING

The following types of fences shall be erected in accordance with the dimensions shown on the drawings :

- (a) **Stock-proof fences** (of various heights with horizontal barbed and smooth fencing wire).
- (b) **Vermin-proof fences** (horizontal barbed wire fence above a mesh wire fence).
- (c) **Pedestrian fences** (full height diamond mesh fence).
- (d) **Security fences** (verandah type with diamond mesh on the vertical portion and barbed wire on the overhang).
- (e) Where existing fences have to be dismantled and re-erected, they shall be re-erected either to the same design as originally construction with such modifications as the Engineer may require or they shall be erected to one of the standards specified above, all as ordered by the Engineer.

PA 5.2 PROTECTION OF LIVESTOCK

From the time of the occupancy of the site until the date of the final maintenance certificate the Contractor shall take all measures necessary for the prevention of the ingress of vermin, and for the protection and control of livestock, etc on the sections of the properties affected by his operations. He shall provide gates in existing fences cut by him for the purpose of access and shall ensure that all gates are kept closed during such time as they are not actually in use by his traffic.

Where alternative arrangements cannot be made, the Engineer may direct the Contractor to erect temporary fencing where necessary to protect livestock exposed to straying or vermin through his operations. Such fencing shall be of adequate standard and shall be erected ahead of construction operations. The fencing shall be maintained in good order during construction operations and, on completion of the work, it shall be removed from the site and all surfaces restored. The Engineer may order that any permanent fencing which is required be erected ahead of construction operations, where this is practicable, in lieu of the erection of temporary fencing.

Payment for the protection of livestock, excluding the erection of temporary fences, shall be included in the amount tendered for the Contractors Establishment on site as specified in SANS 1200 A or 1200 AA as applicable.

PA 5.3 CLEARING OF FENCE LINE

The fence line shall be cleared over a width of at least 1m on each side to the centreline of the fence and surface irregularities shall be graded so that the fence will follow the general contour of the ground. Clearing shall include the removal of all trees, scrub, stumps, isolated loose boulders or stones and other obstructions which will interfere with proper construction of the fence. Stumps within the cleared space shall be grubbed as described in SANS 1200 C. The bottom of the fence shall be located on uniform distance above the groundline in accordance with the requirements shown on the drawings. All material removed shall be burnt or disposed of in disused borrow pits.

PA 5.4 INSTALLING POSTS AND STANDARDS

Straining posts shall be erected at all ends, corners and bends in the line of fences and at all junctions with other fences.

Straining posts shall not be spaced further apart than shown on the drawings. The length of posts above ground shall be such that the correct clearance between the lowest wire and the ground can be obtained.

Posts shall be accurately set in holes, and where shown on the drawings, provided with concrete bases to the dimensions shown on the drawings.

Holes shall be dug to the full specified depth of the posts. Where, due to the presence of rock, the holes cannot be excavated by means of hand or pneumatic tools and the Contractor has to resort to the use of explosives, he will be paid separately for the drilling and blasting operations required.

Corner, gate and straining posts shall be braced by means of stays or anchors as shown on the drawings or as directed by the Engineer. Pipe stays shall be bolted to the posts. Gate posts shall not be used as straining posts, but at each gate post a straining post shall be placed as shown on the drawings and stayed by means of an anchor consisting of six strands of wire.

Standards shall be firmly planted into the ground at the spacing shown on the drawings or as directed by the Engineer. The spacing of standards between any two straining posts shall be uniform and not greater than shown on the drawings. The size of drilled holes shall be such that a tight fit is obtained. Care shall be exercised when driving standards to prevent buckling or damaging them.

All posts and standards shall be accurately aligned and set plumb. Where verandah-type security fencing is used, the posts shall be planted with the overhang on the road side and perpendicular to the direction of the fence. After posts and standards have been firmly set in accordance with the foregoing requirements, the fence wire shall be attached thereto at the spacings shown on the drawings.

PA 5.5 INSTALLING WIRE

All fencing wire shall be wired to the sides of standards or posts to prevent the wires from being displaced or becoming loose. The wire shall be carefully tensioned without sagging and with true alignment, care being exercised not to stretch the wire to such an extent that it will break, that

end, corner, straining or gate posts will be pulled out, or that it will be easily damaged during veld fires.

Each strand of fencing wire shall be securely fastened in the correct position to each standard with soft galvanised binding wire. The binding wire for each horizontal fence wire shall pass through a hole or notch in the standard to prevent slipping of the fence wire in a vertical direction, while the ends of the wire shall be wound at least four times around the fencing wire to prevent it moving in a vertical direction.

At end, corner, straining and gate posts the fencing wire shall be securely wrapped twice around the post and secured against slipping by tying the end tightly around the wire by means of at least six snug tight twists.

In the case of high-tensile wire, two long windings may first be made before the six tight twists, to prevent the wire from breaking at the first twist. When using smooth wire the loose end shall preferably be bent over and hooked into the notch between the fencing wire and the first twist.

Splices in the fencing wire shall be permitted if made in the following manner using a splice tool. The end of each wire at the splice shall be carried at least 75mm past the splice tool and wrapped snugly around the other wire for not less than six complete turns, the two separate wire ends being turned in opposite directions. After the splice tool is removed the space left by it in the splice wire shall be closed by pulling the wire ends together. The unused ends of wire shall be cut close so as to leave a neat splice.

The gaps between posts and the adjacent straining posts shall be fenced off with short fencing wires.

Droppers shall be tied to each fence wire with soft binding wire in the required position as specified for standards to prevent slipping in a vertical direction. The spacing of droppers between any two straining posts shall be uniform. Anchoring to structures shall be done as shown on the drawings.

PA 5.6 INSTALLING DIAMOND MESH OR WIRE NETTING

In the case of vermin-proof, pedestrian and security fences, or where instructed by the Engineer, wire netting or diamond mesh shall be stretched against the fence and properly tied to the fencing wire as shown on the drawings. The diamond mesh or wire netting shall be secured by means of soft binding wire at 1,2m centres along the top and bottom wires and at 3m centres along each of the other fencing wires unless otherwise shown on the drawings.

In the case of vermin-proof fencing, vermin shall be prevented from creeping under the fence by either one of the two methods described below as ordered by the Engineer.

- (a) By folding back the bottom 130mm of the wire netting so that it lies flat on the ground and packing stones (minimum dimension 200mm) end to end on this flap to secure it in position.
- (b) By embedding the lower 130mm of the wire netting into the ground and compacting the earth around it thoroughly on both sides to secure the netting.

C3.6 PA 5.7 CLOSING OPENINGS UNDER FENCES

At ditches, streams, drainage channels or other hollows where it is not possible to erect the fence so that it follows the general contour of the ground, the Contractor shall close the opening under the fence by means of horizontal barbed wires at distances of 150mm from each other, stretched between additional posts or straining posts as shown on the drawings or directed by the Engineer. In the case of pedestrian, vermin-proof and security fences the opening shall be covered with strips of wire netting of diamond mesh 1000mm wide fixed to barbed wires.

In the case of larger streams where damming of debris against the fence would constitute a danger, the opening below the lower fencing wire shall be closed by means of loose-hanging wire nets. For this purpose additional straining posts shall be planted on either side of the stream with a cable consisting of at least five strands of smooth fencing wire stretched between them. Onto this cable vertical strips of diamond mesh, hanging down to ground level, shall be fixed. The sides of the different strips of diamond mesh shall be fixed to each other so that the whole mat may be raised by water flowing underneath and so leave a free stream area. These mats at streams shall only be erected on instructions from the Engineer. If it should be necessary to keep the bottom of the mats on the ground, the Engineer may order that timber posts or pipes be fixed horizontally to the lower ends of the diamond mesh strips.

PA 5.8 EXISTING FENCES

Where a new fence joins an existing fence whether in line or at an angle, the new fence shall be erected with a new straining post positioned at the terminal of the existing fence.

Existing fences that require to be taken down or moved to a new location shall be dismantled. Material not required for re-erection or declared unsuitable for re-use shall be neatly stacked at approved locations in accordance with the Engineer's instructions. Fencing wire or netting shall be stacked clear of the ground.

In the case of fences that require moving the Contractor shall re-use all materials, declared suitable for this purpose of the Engineer, plus such new material as may be required to re-erect the fence to the standard specified for new fences. The Engineer shall not be responsible for any delays or costs arising from breakage of re-used wire during straining.

PA 5.9 INSTALLING GATES

Gates shall be installed at the positions indicated by the Engineer. The gates shall be hung on gate fittings in accordance with the requirements shown on the drawings. Gates shall be so erected as to swing in a horizontal plate at right angles to the gate posts, clear of the ground to all positions. At pedestrian and security fences the double swing gates shall leave a gap not exceeding 25mm between them when closed and other gates shall not be further than 25mm from the gate post when closed.

PA 5.10 GENERAL REQUIREMENTS

The completed fence shall be plumb, taut, true to line and ground contour, with all posts, standards and stays firmly set. The height of the lower fencing wire above the ground at posts and standards shall not deviate from that shown on the drawings by more than 25mm. Other fencing wires shall not vary by more than 10mm from their prescribed relative vertical position

Where temporary fences are erected they shall be firm and of sufficient height with a sufficient number of wires to prevent the passage of stock. The Contractor shall, on completion of each section of fence, remove all cut-offs and other loose wire or netting so as not to create a hazard to grazing animals or a nuisance to the owners of the ground.

C3.4.3 EXISTING SERVICES

C3.4.3.1 Construction programme and methods

The construction site is situated in a built-up area; the Contractor shall ensure the least possible disruption of movement of the public during construction.

Construction methods must be of such a nature that no property or life is endangered. The Employer accepts no responsibility for work that is done without consent by the Engineer outside the site boundaries. The Contractor himself is responsible for liaison and arrangements with the Local Authority in connection with the finalization and approval of the construction program.

The Contractor is responsible for liaison and the necessary arrangements with the relevant road authorities in respect of the finalization and approval of the works programme.

The Contractor himself is responsible for liaison with house owners in respect of programming of construction through private erfs and the crossing of driveways to erfs. No additional payment will be made in this regard and it shall be deemed to be covered by the relevant items.

Sufficient photos of existing structures, walls and areas that have to be crossed must be taken by the Contractor and handed over to the Engineer before such operations commence. No payment will be made in this regard and it shall be deemed to be covered in the Preliminary and General items.

Local labourers must do excavation in soft material as far as possible. Local labourers must also do the handling, laying and backfilling of pipes. The contractor is responsible to liaise with the Labour Desk for labourers.

No separate payment shall be made for any arrangements with relative local authorities for closing off the current water supply or for the distribution of notices to the public.

The compilation of the construction programme and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

C3.4.3.2 Damage to services

The contractor shall take whatever precautions are required to protect existing services from damage during the period of the contract. The contractor shall communicate with the relevant authorities before construction commence to indicate and mark all existing services. Damages to any of the existing services indicated by the relevant authority will be fixed and the cost be for the contractor's account.

C3.4.5 SITE ESTABLISHMENT

C3.4.4.1 SOURCES OF WATER SUPPLY, POWER SUPPLY, SANITATION AND COMMUNI-CATION

Water for human consumption will be for the account of the contractor at the ruling tariff and will be supplied at a suitable point, from where the contractor will be responsible to convey the water to the point of usage.

Water for construction purposes will be free of charge from the existing network. The Contractor may make application to the Municipality's Water Division for a clean water supply point, but shall bear all the costs for the installation of such supply point. Water used by the Contractor from the Employer's mains will be charged for at the tariffs ruling at the time of use. The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water. The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs incurred by the Contractor as a result of such shortage. The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

Electrical power should be available from the existing reticulation at ruling tariffs. The Contractor shall make his own arrangement for any water or power he may require. Any extension of time due to delays resulting from these facilities will not be granted.

The Contractor must supply and maintain at his own cost a sufficient number of portable chemical toilets, one of which must be situated at the campsite and the rest in the area of the site.

No waste or sludge must be left uncovered until it is removed. The contractor must operate an efficient solid waste removal system to the satisfaction of the engineer for the duration of the contract.

The Contractor must make his own arrangement for communication and a telephone service.

C3.4.4.2 LOCATION OF CAMP AND DEPOT

A site for the Contractor's camp and depot will be pointed out during the site inspection. No trees may be removed and the Contractor must provide his own firewood.

C3.4.4.3 HOUSING FOR CONTRACTOR'S EMPLOYEES

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

C3.4.4.4 SITE FACILITIES REQUIRED

No housing is required for the Engineer. Other facilities such as an office, telephone, name board, survey equipment, etc. required for the Engineer, are described under the relevant sections.

C3.4.4.5 FACILITIES PROVIDED BY THE CONTRACTOR

(i) Temporary Offices

An office for the Engineer is required. The type of office required for the Engineer is specified in clauses AB 3.2 and PSAB 3.4.

Site meetings will be held in the Contractor's site office.

(ii) Sanitary Facilities

The Contractor shall supply chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site.

Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

(iii) Telephone Facilities

A site telephone will not be required by the Engineer, but the time-related tendered rate for the Contractor's telephone shall include for local official calls by the Engineer or his Representative.

C3.4.4.6 NOTICE BOARDS

The identity board required shall be as detailed in the drawings.

C3.4.5 SURVEY CONTROL AND SETTING OUT OF THE WORKS

Before commencement of work, the Contractor is to liaise with the Engineer to establish exactly the status of all boundary pegs in the Township. The position of all erf pegs found will be recorded on a marked-up print of the Township. On completion of the Contract the pegs that have been unavoidably disturbed will be replaced by the Employer. Pegs which have, in the opinion of the Engineer, been disturbed due to the negligence of the Contractor will be replaced at the Contractor's cost.

C3.4.6 FEATURES REQUIRING SPECIAL ATTENTION

C3.4.6.1 SAFETY REGULATIONS

Both the "Factories, Machinery and Building Work Act (Act 22 of 1941) and the " Machinery and Occupational Safety Act (Act 6 of 1983)" must, wherever they appear in the SANS 1200 standardized specifications, be substituted by the " Occupational Health and Safety Act (Act 85 of 1993).

C3.4.6.2 CONTROL OF WATER

The Contractor is in all respects responsible for the handling of storm water from higher-laying areas, adjacent to the works for the handling of possible sub-surface water and for the handling of spoiled water when disconnecting existing connections or valves. No separate payment shall be made for this as all costs related thereto shall be deemed to be included elsewhere in the tendered rates.

C3.4.6.3 "AS BUILT" DRAWINGS

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The true positions, invert levels and ground levels of all services shall be indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings from the Engineer, at no cost.

The completion certificate shall only be issued after the Engineer has received a properly completed set of "as-built" drawings from the Contractor. No separate payment shall be made for this service as all costs related thereto shall be deemed to be included in the related items.

C3.4.6.4 FINISHING AND TIDYING

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Engineer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

C3.4.6.5 SURVEY BEACONS

No setting out of the pipeline route was done. All proposed pipelines shall be parallel (at least 2,5 m away) to the existing yard boundaries. No separate payment shall be made for this as all costs related thereto shall be deemed to be included elsewhere in the tendered rates.

C3.4.6.6 CONSTRUCTION MODUS OPERANDI

Labour-based or labour-intensive construction may be defined as the economically efficient employment of as much labour as is technically feasible to produce as high a standard of construction as demanded by the specification and allowed by the funding available. In other words, projects based on labour-intensive principle aim at devoting the highest feasible proportion of project costs to unskilled, semi-skilled and skilled labour without jeopardising the technical quality of the product demanded by the specification. Labour-based methods of construction result in the creation of a significant increase in employment opportunities per unit of expenditure. The intensive employment of labour achieves value for money through innovative techniques of work and management. In particular (i) as far as possible, payment of wages for labour is related to production output : a reasonable "task" is set, upon completion of which the labourer may go home and (ii) employment is either on a daily/casual/temporary basis or in the form of a short-term monthly contract. It is useful to think of labour-based methods as the effective substitution of labour for equipment in construction. This is done in such a way that there is neither an increase in economic cost nor a decrease in quality.

The following regulations must be adhered to so as to ensure that the construction methods used are labour intensive.

- i) The remuneration to local labour for hourly-rated employees and/or daily based work shall be in accordance with the terms and conditions of the latest SAFCEC guidelines or its latest amendment.
- ii) The Contractor shall record the name, identification number, task performed and hours worked per day for each labourer. These records shall be submitted to the secretary of the Project Steering Committee on the second working day of each week following the recounted week.

C3.4.6.7 LOCALLY BASED SUB-CONTRACTORS

Tenderers are encouraged to utilize the services of locally based sub-contractors.

MORETELE LOCAL MUNICIPALITY

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C3.5 : MANAGEMENT

5.1 Applicable Standards

The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 1921-1
- 2) SANS 1921-2
- 3) SANS 1921-5

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.3.1	The planning, programme and method statements are to comply with the following: • The programme shall be in the form of a bar chart only, and shall clearly show the anticipated quantities, the production rates and value of work to be performed each month. • A network-based programme according to the precedence method shall also be provided showing the various activities and critical path in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor.
4.3.3	The notice period for inspection is 1 Day
Additional clauses	
1. Site meetings and procedures The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings. The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings	

and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

2 Water and electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

- a) water : B
- b) electricity : A

Service	Option		
	A Contractor responsibility	B Employer responsibility	C
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only. The contractor is expected to pay the required connection fees to the client	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESCOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.

2.

5.2 Particular / Generic specifications

The "COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998)" apply for the construction of the works and shall take precedent over the provisions of any part of SANS 2001 that is applicable to the contract.

5.3 Daily records

Daily records of site activities must be kept accurately. This would include record of plant, personnel, site and weather conditions.

5.4 Methods and procedures

5.4.1 Maintenance of accesses and streets

The Contractor shall make use of temporary haul roads, or where not practically possible, program his work in such a manner that the haulage of materials shall be restricted to that required of the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed to be covered by the appropriate rates.

The Contractor must not that no additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or to the spoil sites, except for payment made under payment item A8.3.2.2 of SANS 1200 A.

If the Contractor does make use of existing streets for the hauling of materials to or from the site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary, within one (1) day after such spillage has occurred. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.

5.4.2 Blasting operation

Any blasting required shall be carried out by a competent, registered blaster. All permits required purchasing, transport, use and dispose of unused, blasting material shall be obtained and copies given to the Engineer before any blasting may take place. The commander of the local South African Police Services (SAPS) shall be informed of the time and date that blasting operations will take place at least 6 hours before blasting.

No blasting operations may take place on weekends or holidays or after 17:00 on week days.

The Contractor shall ensure that sufficient suitable cover material, to the satisfaction of the blaster, is available and in place before a blast is initiated.

5.4.3 Normal working hours

Normal working hours shall be between 07:00 and 17:00 on weekdays from Mondays to Fridays and between 07:00 and 13:00 on Saturdays, should the Contractor choose to work on Saturdays, excluding Public holidays.

5.4.4 Interference with Municipal staff and operations

N/A

5.4.5 Access for other Contractors

The contractor shall provide reasonable access to other Contractors carrying out work on the site from time to time, as and when such access is required. The Contractor is entitled to request reasonable notification of at least 24hrs before access by others is required.

5.4.6 Giving notice of work to be done

The Contractor shall give the Engineer reasonable time to accommodate examinations in this programme, in which case times for inspections can be agreed on. Requests for examination of work shall be made in the site request book 24hrs before the examination is required.

If the engineer attends with the purpose of examining any part or materials of the works at the time and date as agreed upon with the Contractor, and it is found that the works or materials are not yet ready for inspection, the Contractor shall be responsible for the costs of such a visit by the Engineer.

5.4.7 Cost test specimens and tests

It is deemed that the Contractor has made provision in his tender for all such services and tests that are required from him. It is the duty of the Contractor to, at this own cost and by means of the necessary tests, prove to the Engineer that the works and compaction where prescribed, comply with the specification.

5.4.8 Sequence of the works

Sequencing of the works shall be agreed to between the Contractor, the Engineer and the Electrical Contractor.

5.5 Quality Control

The contractor shall apply details of his quality plan and procedures. These shall include:

- *Accommodation of traffic
- *Inspection and test plans
- *Approval process
- *Hold - points
- *Milestones

5.6 Management Meetings

The following meetings will be required as minimum for the management of the contract:

- *Monthly client site meetings
- *Technical meetings as required
- *Monthly safety meetings
- *Weekly progress meetings (when required)

5.7 Recording of Weather

The contractor will erect an effective rainfall gauge on the site and record the daily rainfall figures. These records shall be submitted to the employer's representative for his signature not later than 12 days after rain records that is considered to justify extension of time.

5.8 Unauthorized persons

The contractor shall keep unauthorized persons from the works at all times. Under no circumstance may any person except guards be allowed to sleep on the site.

5.9 Environmental Management Plan

5.9.1 Demarcation of the site

For the purpose of the EMP, the site shall be divided into two areas identified by the Engineer and the Contractor:

- (i) The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage areas, batching areas and other infrastructure that is required for the running of the job.
- (ii) The working area in which construction activity is permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Engineer.

5.9.2 Construction Camp

The contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer at least

ten (10) day prior to the commencement date. The construction camp shall be planned in such a way so as to affect a small an area as practically possible. The Engineer shall approve the location and layout of the construction camp prior to establishment.

5.9.3 Fencing of the site

If a temporary fence is required, the contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Engineer. The erection of this fence shall be one of the first tasks undertaken by the Contractor after the commencement date. The boundaries between the construction camp area and the working area within the site shall also be fenced.

The Contractor shall ensure that the erection of the fencing causes minimal disturbance to and removed from site. Fences shall not be moved or removed without the written consent of the Engineer. The Contractor throughout the construction period shall maintain fences.

5.9.4 Workshops

Any workshops shall be located inside the demarcated construction camp area. The exact location and design of the workshop shall be as approved by the Engineer prior to establishment. The workshop shall have a smooth impermeable (concrete) floor. The floor shall be bunded and slope towards an oil trap or sump to contain any spillages of substances (e.g. oil). When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. All waste material shall be disposed of in accordance with national, regional and local laws, regulations and by-laws. This waste material shall be regularly removed of site and disposed of at an approved waste site.

5.9.5 Eating areas

The Contractor's employees shall eat in the designated eating area indicated on the Contractor's drawing of the construction camp that has been approved by the Engineer. No changes to the eating area shall be made without the approval of the Engineer. The Contractor shall provide shade and adequate scavenger –proof and weatherproof refuse bins in this area.

Any cooking on site shall only be undertaken in the eating area and be done on well maintained gas cookers with fire extinguishers present. No cooking shall be done anywhere else on site and no fires are permitted.

5.9.6 Watchmen

The Contractor shall ensure that a watchman is present on site during all non-working hours, including public holidays unless otherwise agreed with the Engineer to ensure the safety of sensitive areas.

5.9.7 Ablution facilities

The exact location of the toilets shall be as approved by the Engineer. The Contractor shall provide toilets and shall be responsible for their maintenance and servicing on a daily basis. The contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied. Burial of waste from toilets on site is strictly prohibited. The toilets shall be maintained in a clean state. Performing ablutions anywhere other than in toilets is strictly prohibited. Leaking toilets shall be repaired immediately or removed from site.

5.9.8 Solid waste collection areas

“Solid waste” refers to all solid waste, including construction debris, chemical waste, excess cement / concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g plastic packets and wrappers).

The Contractor shall set up a waste control and removal system. The Contractor shall submit a method statement for waste control and removal to the Engineer for approval prior to commencement. Bins shall be closed, weatherproof and scavenger-proof.

Waste shall be collected from these bins on a daily basis and shall be stored in a central collection area prior to removal off-site. This central collection area shall have appropriate storage containers (closed and weatherproof) bunded and lined with plastic or concrete. The waste from this central collection area shall be disposed of off-site at an approved waste site. Waste shall be removed from site on a regular basis as approved by the Engineer. Waste shall not be burnt or buried on site or in the surrounding area. Where possible, appropriate material shall be reused or recycled.

5.9.9 Waste water

Water shall be used sparingly on site and where possible wastewater shall be cycled. A wastewater management plan shall be submitted to the Engineer for approval 10 days prior to commencement date. This management plan shall detail the expected extent of contamination of each wastewater stream and how the Contractor plans to deal with each wastewater stream.

5.9.10 Fuel storage areas

Fuel required for use during construction shall be stored in a depot at the construction camp at a location as agreed upon by the Engineer. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut. The tanks shall be situated on a smooth impermeable (plastic or concrete) base with an earth bund. The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 1,5 x the total capacity of the storage tanks. The bunded area shall be emptied of water following rainfall events. The floor of the bund shall be sloped towards an oil trap or sump to enable any spilled fuel and / or fuel-soaked water to be removed. The contractor shall keep fuel under lock and key at all times

5.9.11 Concrete batching area

Cement and concrete are regarded as hazardous to the environment due to the high pH of the material and the chemicals it contains.

The contractor shall submit a method statement for mixing of concrete for approval by the Engineer indicating where the mixing will take place and the methods to ensure that waste water and materials are contained in the batching area and disposed of correctly. Concrete shall not be mixed directly on the ground.

5.9.12 Equipment maintenance and storage

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall repaired immediately or removed from the site. Where possible, all maintenance of equipment and vehicles shall be performed in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain agreement from the Engineer prior to commencing activities.

The Contractor shall demarcate an area in which equipment and vehicles may be stored. The location of this area shall be as approved by the Engineer. The contractor shall take measures to ensure that there is no pollution of this storage area by leaks or drips.

5.9.13 Materials handling, use and storage

The contractor is responsible for ensuring that any material delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, "no go" areas, speed limits, dust control, etc) required to comply with the EMP before they arrive at site and off load any materials. The Contractor shall ensure that the delivery drivers are supervised during off-loading by someone with an adequate understanding of the requirements of the EMP, so as to ensure that all relevant requirements of the EMP are followed.

- **Hazardous Substances**

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous materials. The Contractor shall provide the Engineer with a list of all hazardous materials to be used on site, together with the storage, handling and disposal procedures of the materials. This information shall be available to all personnel on site. The location of the hazardous material store shall be within the demarcated construction camp area. The location and design of the store within this area shall be approved by the Engineer prior to establishment.

- **Fuel (Petrol and Diesel) and Oil**

Where possible, the Contractor shall ensure the refueling of vehicles takes place only at the fuel storage area in the construction camp. Where this is not possible, the Contractor shall notify the Engineer to get his approval of the refueling method to be used. The surface under the refueling area shall be protected against pollution to the satisfaction of the Engineer prior to any refueling activities. All equipment that leaks shall be repaired immediately or removed from the site. Refuelling shall be carried out by means of pumps, rather than funnels.

5.9.14 Emergency procedures

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Engineer prior to establishment of the site.

- **Fire**

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his staff and the staff of Subcontractors are aware of the procedure to be followed in the event of a fire.

- **Accidental leaks and spillages**

The contractor shall ensure that his staff and the staff of Subcontractors are aware of the procedure to be followed for dealing with spills and leaks, which will include notifying the Engineer and relevant authorities. The contractor shall also ensure that the necessary materials and equipment of dealing with spills and leaks are present on site at all times. The clean up of spills and any damage caused by the spill or leak shall be for the Contractor's account. The Contractor shall submit a method statement for management of accidental leaks and spillages of any liquid material to the Engineer for approval.

5.9.15 Care of surrounding areas

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.

Care shall be taken to ensure no accidental spillage or leakage occurs. Should any spillage or leakage occur the Contractor shall immediately stop his operations and clean up the spillage. He shall then rectify the cause of the spillage or leakage before proceeding further to ensure that no further spillages occur.

The clean up of spillage and any damage caused by the spillage or leakage shall be for the Contractor's account. The Contractor shall submit a method statement for management of accidental leaks and spillages of any sewage to the Engineer for approval.

The Contractor shall ensure that no pollution of the surrounding areas occurs due to windblown or other litter emanating from the site or from his activities during construction. No fires are permitted, neither is the cutting down of or any damage to trees and other vegetation outside of the demarcated site.

5.10 Planning and programming

The Employer will take no responsibilities for any work done outside the site of works without approval by the Engineer.

Immediately after the handing over the site the Engineer and the Contractor shall discuss the order of procedure and methods in which the Contractor shall carry out the works, and to give priority to the following parts of the works to avoid delays with the contract, after which the Contractor shall compile and submit to the Engineer, within 14 days of the commencement date, a bar chart showing the construction period program.

The programme shall be in the form of a bar chart only, and shall clearly show the anticipated quantities, the production rates and value of work to be performed each month.

A network-based programme according to the precedence method shall also be provided showing the various activities and critical path in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor. It is a prerequisite of this contract that minimal disruption of the public is ensured during construction. Construction methods must be of such a nature that no property or life is endangered. The Employer accepts no responsibility for any work done outside the site boundaries without the Engineer's approval.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

The compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall be measured elsewhere in the contract.

5.11 Recording of weather

The Contractor shall record all rainy and windy periods which may adversely affect to the contractual time for completion in terms of clause 42 of the General Conditions of Contract. The Contractor shall erect a rain gauge on site for the purpose of recording precipitation.

5.12 Format of communications

All communication regarding the contract shall be channeled through the Engineer and / or his duly authorized representative.

5.13 Daily records

Daily records of site activities must be kept accurately. This would include record of plant, personnel, site and weather conditions.

MORETELE LOCAL MUNICIPALITY

IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

TENDER NO: MLM/IDS/W4/R-SW/P1/25-26

C3.6 :SPECIFICATION FOR OCCUPATIONAL HEALTH, ENVIRONMENTAL AND SAFETY
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ANNEXURE A1:

PORTION 3 : SPECIFICATION IN TERMS OF THE CONSTRUCTION REGULATIONS 4 (1) (a) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993

6.1 BACKGROUND

In terms of the Construction Regulation 4 (1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, the Client is required to compile a Health & Safety Specification for the intended project and provide such specification to any prospective tenderer.

The Client's further duties are as 4(1) to 4(6) in The Construction Regulations, July 2003.

2. SCOPE

Development of a Health & Safety Specification that addresses all aspects of occupational health and safety as affected by the **"CONSTRUCTION OF INTERNAL ROADS AND STORMWATER IN WARD 24 PHASE 1"**

3. OH&S MANAGEMENT

3.1 Structure and Organization of OH&S Responsibilities

3.1.1. Overall Supervision and Responsibility for OH&S

- The Client is to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved OH&S Plan.
- The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act is to ensure that the Employer (as defined in the Act) complies with the Act. **Annexure 2** - "Legal Compliance Audit" may be used for this purpose.
- Any OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her respective appointment forms.
- The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6.

3.1.2. Further (Specific) Supervision Responsibilities for OH&S

- Appointments required by the Act and Regulations:
 - OH&S Representatives (Sections 17/18 of the Act)
 - OH&S Committees (Sections 19/20 of the Act)
 - Risk Assessor (Construction Regulation. 7(1))
 - Accident/Incident Investigations Co-ordinator (General Administrative Regulation 9 (2))
 - Form/Support work Supervisor (Construction Regulation 10(a))
 - Batch Plant Supervisor (Construction Regulation 18(1))
 - Stacking & Storage Supervisor (Construction Regulation 26(a))
 - Fire Equipment Inspector (Construction Regulation 27(h))
 - Electrical Installations, Machinery & Appliances Inspector (Construction Regulation 22)

- Excavations Supervisor (Construction Regulation 11(1))
- Demolition Supervisor (Construction Regulation 12(1))
- OH&S Officer (where necessary) (Construction Regulation 6(6))
- Person Responsible for Machinery (General Machinery Regulation 2)
- Emergency, Security and Fire Co-ordinator (Construction Regulation 27(h) & Environmental Regulation 9)
- Fire Equipment Inspector (Construction Regulation 27(h) Environmental Regulation 9)
- First Aider (General Safety Regulation 3(2))
- Hazardous Chemical Substances Supervisor (HCS Regulations)
- Ladders Inspector (General Safety Regulation 13A)
- Lifting Equipment Inspector (Construction Regulation 20)
- Operators & Drivers of Construction Plant & Vehicles (Construction Regulation 21 (i))
- Structures Supervisor (Construction Regulation 9)
- Users Operators of Construction Equipment (Construction Regulation 21(i))
- Welding Supervisor (General Safety Regulation 9)

3.2. Communication and Liaison

- OH&S liaison between the Client, the Principal Contractor, the other Contractors, the Consulting Engineer and other concerned parties will be through the OH&S Committee as in **3.10**.
- In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S Committee and their elected Trade Union Representatives, if any.
- The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Consulting Engineer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

3.3. OH&S File

The Principal Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The following documents must be kept in the OH&S file:

- Notification of Construction Work (Construction Regulation 3.)
- Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- Copy of health and safety plan (construction regulation 5 (1))
- OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))
- Designs/drawings (Construction Regulation 5 (8))
- A list of Contractors (Subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)
- Appointment / Designation forms as per 3.1.1. and 3.1.2. above.
- Registers as follows:
 - * Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
 - * OH&S Representatives Inspection Register
 - * Form/Support work Inspection
 - * Excavations Inspection
 - * Lifting Equipment
 - * Demolition Inspections
 - * Designer's Inspection of Structures Record

C3.1.1	*	<i>Batch Plant Inspections</i>
C3.1.2	*	<i>Arc & Gas Welding & Flame Cutting Equipment Inspections</i>
C3.1.3	*	<i>Construction Vehicles & Mobile Plant Inspections</i>
C3.1.4	*	<i>Electrical Installation and Machinery Inspections</i>
C3.1.5	*	<i>Fire Equipment Inspection & Maintenance</i>
C3.1.6	*	<i>First Aid</i>
*		Hazardous Chemical Substances
C3.1.7	*	<i>Lifting Tackle and Equipment Inspections</i>
C3.1.8	*	<i>Inspection of Cranes</i>
C3.1.9	*	<i>Inspection of Ladders</i>
C3.1.10	*	<i>Inspection of Vessels under Pressure</i>
*		Machinery Inspections
*		Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections

The Principal Contractor will be required to submit the abovementioned registers monthly to the chairperson of the OH&S Committee for endorsement.

The Health & Safety File must be handed over to the Client on completion of the contract. It must contain all the documentation handed to the Principal Contractor by any subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

3.4. OH&S Goals and Objectives and Arrangements for Monitoring and Review of OH&S Performance

The Principal Contractor is required to maintain a Compensation Incidence Frequency Rate (**CIFR**) of at least 8 (Refer **Annexure 3** - "Measuring Injury Experience") and to report on this to the Client on a monthly basis.

3.5. Identification of Hazards and Development of Risk Assessments, Standard Working Procedures (SWP) and Method Statements

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (Refer to **Section 4.** below "Project/Site Specific Requirements")

3.6. Arrangements for Monitoring and Review

3.6.1. Monthly Audit by Client

The Client will be conducting a Monthly Audit to comply with Construction Regulation 4 (1) (d) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

3.6.2. Other Audits and Inspections by Client

- The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Principal Contractor must accompany the Client on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

3.6.3 Reports

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached **Annexure 4: "SHE Risk Management Report"**

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- dies
 - becomes unconscious
 - loses a limb or part of a limb
 - is injured or becomes ill to such a degree that he/she is likely either to die, or to suffer a permanent physical defect, or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed
- OR where:
- a major incident occurred
 - the health or safety of any person was endangered
 - where a dangerous substance was spilled

- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- machinery ran out of control

to the Provincial Director of the Department of Labour within seven days. (Section 24 of the General Administrative Regulation 8.). The Principal Contractor is required to provide the Client with copies of all statutory reports required in terms of the Act.

The Principal Contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports including the reports contemplated in 3.9. below.

3.6.4 Review

C3.4 The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each two weekly site inspection/meeting as the construction work develops and progresses and each time that changes are made to the designs, plans and construction methods and processes.

C3.5 The Principal Contractor must provide the Client, other Contractors and all other concerned parties with copies of any changes, alterations or amendments.

C3.6

3.7 Site Rules and Other Restrictions

3.7.1. Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

3.7.2. Security and Emergency Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period.

Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

The Principal Contractor must appoint a competent Emergency Controller who must develop emergency contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

3.8. Training

The contents and syllabi of all training required by the Act and Regulations must be included in the Principal Contractor's OH&S Plan.

3.8.1. General Induction Training

C3.7 All employees of the Principal and other Contractors to be in possession of proof of General Induction Training

3.8.2. Site Specific Induction Training

C3.8 All employees of the Principal and other Contractors to be in possession of Site Specific OH&S Induction Training.

3.8.3. Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training.

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification and the Risk Assessment/s):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated in 3.1.1. & 3.1.2. above
- * Operation of Cranes (Driven Machinery Regulations 18 (11))
- * Operators and Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- C3.1.11** * *Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)*
- C3.1.12** * *Basic First Aid (General Safety Regulations 3)*
- C3.1.13** * *Storekeeping Methods & Safe Stacking (Construction Regulation 26)*
- * Emergency, Security and Fire Co-ordinator

3.9. Accident and Incident Investigation

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she had to be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9).

The results of the investigation to be entered into the Accident/Incident Register. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

3.10 OH&S Representatives and Committees

3.11

3.10.1. Designation of OH&S Representatives

Where the Principal Contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S Representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representative is executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

3.10.2. Duties and Functions of the OH&S Representatives

- The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.
- OH&S representatives must be included in accident/incident investigations.
- OH&S representatives must attend all OH&S committee meetings.
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3.10.3. Appointment of OH&S Committee

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives (this number is not to exceed the number of OH&S representatives on the committee) and a representative of the Client who shall act as the chairperson without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

- Opening and welcome
- Present/Apologies/Absent
- Minutes of previous meeting
- Matters arising from the previous minutes
- OH&S Representatives Reports
- Incident Reports & Investigations

- Incident /Injury statistics
- Other matters
- Endorsement of Registers and the statutory documents by a representative of the Principal Contractor
- Close/Next Meeting

4. PROJECT / SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- * Clearing & Grubbing of the Area/Site
- * Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- * Dealing with existing structures (NB: the existing pipeline is also a structure.)
- * Location of existing services
- * Installation and maintenance of temporary construction electrical supply, lighting and equipment
- * Adjacent land uses/surrounding property exposures
 - Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- * Exposure to noise
- * Exposure to vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases
- * Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- * **Excavations including**
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- * **Welding including**
 - Arc Welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- * Loading & offloading of trucks
- * Aggregate/sand and other materials delivery
- * Manual and mechanical handling
- * Lifting and lowering operations
- * Driving & operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle

- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant
- * Use and storage of flammable liquids and other hazardous substances
- * Layering and bedding of trench floor
- * Installation of pipes in trench
- * Pressure testing of pipeline
- * Installing heat shrink joint sleeves
- * Backfilling of trench
- * Protection against flooding
- * Gabion work
- * Use of explosives
- * Protection from overhead power lines
- * As discovered by the Principal Contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

Annexure 1: Construction Occupational Health – Safety – Environment Audit System
Annexure 2: Guidelines for the development of a Health and Safety Plan.
Annexure 3: Guide to Risk Assessment

• **ANNEXURE 1**

• **CONSTRUCTION OCCUPATIONAL HEALTH - SAFETY - ENVIRONMENT
AUDIT SYSTEM**

(Based on the New Construction Regulations)

C3.1.14 * Denotes items applicable to both Construction sites and Contractors Plant/Storage

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COID Act Section 80	*Registration with Compens. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	8 OH&S Specification & Plan	OH&S Specification received from Client OH&S plan developed Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	9 *Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	

Section 17 & 18	*Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	*Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	*Agreement with Mandatories (Sub-Contractors)	Written agreement with Subcontractors. C3.9 List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 13	10 Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used	
Construction. Regulation 16	11 Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.	
Construction. Regulation 30/ General Safety Regulation 8(1)(a)	*Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	

Construction. Regulation 32/ General Safety Regulation 3	*First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept	
Construction. Regulation 35/ Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/ General Safety Regulation 13D	*Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly there after . Inspections register kept	

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

ANNEXURE 2

GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

1. Project Background

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

2. Framework for an Occupational Health and Safety Plan

2.1 Introduction

The Principal Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Client:

- *Management Structure*
- *Quality Plan*
- *Human Resources Plan*
- *Registered Workplace Skills Plan*
- *"Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.*
- *Proof of induction and other training of employees*
- *Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports*

2.2 Contents of an Occupational Health and Safety Plan

2.2.1 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

2.2.2 Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- **Arrangements for:**
 - Regular liaison between parties on site
 - Consultation with the workforce
 - The exchange of design information between the Client, engineer, supervisors and contractors on site
 - Handling design changes during the project

- Selection and control of contractors
- The exchange of Occupational Health and Safety information between all contractors
- Security
- Site induction and onsite training
- Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site OH&S rules
- Fire and emergency procedures
- Reporting to the Client i.e. results of Occupational Health and Safety inspections, incident
- and incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

2.2.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

- Safety risks
 - Services, including temporary electrical installations
 - Preventing employees from falling into excavations, from trucks etc.
 - Work with, on or near fragile materials
 - Control of lifting operations
 - The maintenance of plant and equipment
 - Poor ground conditions
 - Traffic routes and segregation of vehicles and pedestrians
 - Storage of hazardous materials
 - Dealing with existing unstable structures/land
 - Accommodating adjacent land use
 - Other significant safety risks as and when identified
- **Health risks**
 - Storage and use of hazardous chemical substances
 - Dealing with contaminated land or material
 - Manual handling
 - Reducing noise and vibration
 - Provision of adequate lighting
 - Ventilation considerations
 - Extreme heat and cold temperature considerations
 - Dealing with HIV/Aids and other illnesses
 - Provision of and maintaining ablution and eating facilities
 - Other significant health risks as and when identified

2.2.4 Preparation of an Occupational Health and Safety Operational Reference File/Manual

The following are some of the requirements to be addressed:

- Layout, format and content requirements
- Arrangement for the collection and gathering of information
- Storage and archiving of all the information
- Copy to the Client at completion of project

C3.1.15 Suggested Contents of an OH&S File/Manual

- OH&S Policy
- Notice of new project
- Site start-up
- Security measures Written designations & appointments
- Arrangements with contractors/mandataries
- OH&S rules and procedures
- Induction
- OH&S training
- OH&S promotion
- OH&S representatives
- OH&S committees
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment
- Workplace inspections and audits
- Investigation & reporting of incidents/accidents
- Mechanical safeguarding
- Electrical safeguarding
- Safeguarding against hazardous substances
- Lifting machinery & equipment
- Construction vehicles & mobile plant
- Welding, heating & flame cutting
- Excavations
- Protection of the environment affected by construction activities
- Keeping of records in terms of the OH&S Act (85 of 1993)



MORETELE LOCAL MUNICIPALITY

PART C4: SITE INFORMATION

GENERAL

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

CONTENTS

	DESCRIPTION
SI 1	SITE LOCATION
SI 2	ACCESS TO SITE AND RESTRICTIONS
SI 3	EXISTING SERVICES, SERVITUDES AND WAY LEAVES
SI 4	SECURITY
SI 5	NATURE OF GROUND AND SUBSOIL CONDITIONS
SI 6	GEOTECHNICAL REPORT AND BOREHOLE CORES

SITE INFORMATION

SI 1 SITE LOCATION

The works will be executed in Lebotloane within the Moretele Local Municipality. The site is located in Moretele Local Municipality, of Bojanala Platinum District Municipality in the North West Province.

SI 2 ACCESS TO SITE AND RESTRICTIONS

The site is easily accessible from local roads.

SI 3 EXISTING SERVICES, SERVITUDES AND WAY LEAVES

No positions of existing underground services are known. The services must be located by hand excavations. Should the Contractor find underground services; the Employer's Agent must be notified immediately. The Employer's Agent shall assess the situation and instruct the Contractor on an appropriate course of action to be taken.

The attention of the Contractor is hereby drawn to the effect that any damage to an existing service shall immediately be reported to the Employer's Agent who will investigate the matter and determine liability for the damage.

All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant authority.

SI 4 SECURITY

The contractor shall be responsible for the security of his personnel; materials and construction plant on and around the site of the Works and for the security of his camp, and the Client in this regard will consider no claims.

SI 5 NATURE OF GROUND AND SUBSOIL CONDITIONS

Geotechnical investigations have been performed to determine the nature of ground and subsoil conditions.

SI 6 GEOTECHNICAL REPORT AND BOREHOLE CORES

The Geotechnical report shall be available for this Site on request from the Employers Agent office.

VOLUME 3

PART T2
AGREEMENT AND CONTRACT DATA

T2.1 General Conditions of Contract

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
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4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
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16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally

1.5 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when,

1.6 through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. **Application** 2.1 These general conditions are applicable to all bids, contracts and orders **including** bids for functional and professional services, sales, hiring, **letting** and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of

5.1 The supplier shall not, without the purchaser's prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information **and information**; nished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the **inspection**. contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

Performance 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
a cashier's or certified cheque

The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

Inspections,

8.1 All pre-bidding testing will be for the account of the bidder.
tests and analyses

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery

10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents the** terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

Incidental 13.1 The supplier may be required to provide any or all of the following **services**, including additional services, if any, specified in SCC:

performance or supervision of on-site assembly and/or commissioning of the supplied goods.
furnishing of tools required for assembly and/or maintenance of the supplied goods.
furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and in the event of termination of production of the spare parts: Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials

unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract

18.1 No variation in or modification of the terms of the contract shall be **amendments** made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the

21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should

encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination

23.1 The purchaser, without prejudice to any other remedy for breach of **for default** contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
if the Supplier fails to perform any other obligation(s) under the contract; or
if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

the name and address of the supplier and / or person restricted by the purchaser.

the date of commencement of the restriction

the period of restriction; and (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of

2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping

24.1 When, after the date of bid, provisional payments are required, or anti **and countervailing** dumping or

countervailing duties are imposed, or the amount of a **duties and rights** provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of

any such increase. When, after the said date, such a provisional payment is no longer required or any such antidumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

25. Force

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the

Majeure supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination

26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of

27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** purchaser and the supplier in connection with or arising out of the **contract**, the parties shall make every effort to resolve amicably such **dispute** or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute **or** difference by such mutual consultation, then either the purchaser or **the** supplier may give notice to the other party of his intention to **commence** with mediation. No mediation in respect of this matter may **be** commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it **may** be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations **under** the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of

28.1 Except in cases of criminal negligence or wilful misconduct, and in **liability** the case of infringement pursuant to Clause 6;

the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

the aggregate liability of the supplier to the purchaser, whether **under** the contract, in tort or otherwise, shall not exceed the total **contract** price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing

29.1 The contract shall be written in English. All correspondence and other **language** documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable

30.1 The contract shall be interpreted in accordance with South African **law** laws, unless otherwise specified in SCC.

Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp **duties**, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable **Industrial** to all contracts that are subject to the NIP obligation. **Participation (NIPP)**

1.4.1. **Restrictive practices** In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agree-

ent between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34 Prohibition of

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

PART T2

AGREEMENT AND CONTRACT DATA

Contract Data

SPECIAL CONDITIONS OF CONTRACT

The bid will be awarded subject to the following conditions:

- Awarding of the bid will be subject to the service provider's express acceptance of the general conditions of contract.
- The successful service provider shall, at his/her own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this contract.
- The successful service provider agrees to keep confidential all records and information and not to disclose such records or information to any third party without the prior written consent of Moretele Local Municipality.
- The Moretele Local Municipality reserves the right to terminate the contract if there is clear evidence of non-performance and/or inability to deliver.
- Moretele Local Municipality reserves the right not to make any appointment.
- Any changes of staff member on-site it must be submitted to Moretele Local Municipality
- During the appointment phase until signing of the service level agreement, the service provider must ensure that, the following operating level performance is always adhered in order to ensure that the services shall be optimally rendered and always available.

PART T2

AGREEMENT AND CONTRACT DATA

T2.3 Terms of Reference

TERMS OF REFERENCE

INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4

1. PURPOSE

Municipality intend to improve the internal roads for easy access for transportation efficiency and enhance economic development by enabling the movement of people, goods and services across obstacles.

2. BACKGROUND

Rural villages often face significant infrastructural challenges that hinder social and economic development. One of the most pressing issues is the lack of accessible, all-weather roads. The village of Lebotloane in ward 4 is a clear example of this problem. Currently, the road infrastructure in the area is of poor condition, characterized by unpaved, narrow paths that become nearly impassable during the rainy season.

This lack of proper road access severely affects daily life in the village. Children often struggle to attend school regularly, and access to healthcare becomes critical during emergencies due to poor road connectivity. The isolation also limits residents' ability to participate in broader economic, educational, and social opportunities.

Recognizing these challenges, the Municipality has identified the construction of a reliable road as a priority development need for the village. This road project aims to provide safer, year-round access for the local population, support local economic activities, and improve overall quality of life.

3. AIMS AND OBJECTIVES

The employer's objectives are to deliver public infrastructure using intensive labour methods

4. SCOPE OF WORK/ DELIVERABLES

The **IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 4** may be awarded in it's entirely to one contractor or may also be awarded to different contractors as per schedule of quantities.

This contract entails:

- Site Establishment
- Setting out of works
- Construction of a culvert bridge (80m long 3.6m x 3.6m box culvert)
- Construction of 0.68km internal roads (Roadbed, Subbase, Base)

- Construction of Stormwater Drainage.
- Construction of kerbs.
- Sealing using 80mm Concrete paving blocks.
- To install the road signs.
- To finish the road after completion of the works.

5. REQUIRED PERSONNEL

- The appointed service provider based on the rate provided by the Municipality will then be appoint local labourers.

6. GENERAL REQUIREMENTS

“The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contractor documents:

- The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)
- Requirement regarding the training of labourers and Emerging Contractors (EC's).
- The requirements for work to be undertaken by labourers and work to be undertaken by EC's.

f) Programme of work for rehabilitation work

“The engineer shall, however, undertaken acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintain his own quality control system”.

Add the following at the end of this clause:

“The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing.”

“The contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.”

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by registered land surveyor, who shall certify such replacement.

The cost replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor.”

PAYMENT

g) Rates to be inclusive

“VAT shall be excluded from the rates and provided for as lump sum in the Summary of Bill of Quantities.”

h) Materials on the site

“in addition, the engineer may at his sole discretion also allow payments under “Materials on Site” in respect of any construction materials if stored off-site providing that:

- f) The site selected for this purpose is approved by the engineer
- g) Such land is physically separated from any production plant or operation
- h) Only materials for use under this contract is stockpiled on such land
- i) The contractor has provided proof of an agreement with the owner of land that the owner has no claim whatsoever on any materials stockpiled land
- j) Material obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials site.”

7. PROJECT PERIOD

- The project will be executed over a period of six months effective from the date of the signing of the contract.

8. COMPULSORY BRIEFING

The compulsory briefing will be conducted on the 12th August 2025 @ 13h00 pm at Moretele Local Municipality Hall, situated at 4065 B Mathibestad.

Original proposals need to be hand-delivered or couriered and deposited in the tender box at the following address clearly marked the bid number and description on or before the closing date and time: 12 September 2025 @ 12h00 PM.

Physical Address:

Moretele Local Municipality
4065B Mathibestad

Postal Address:

Moretele Local Municipality
Private Bag X 367
MAKAPANSTAD
0404

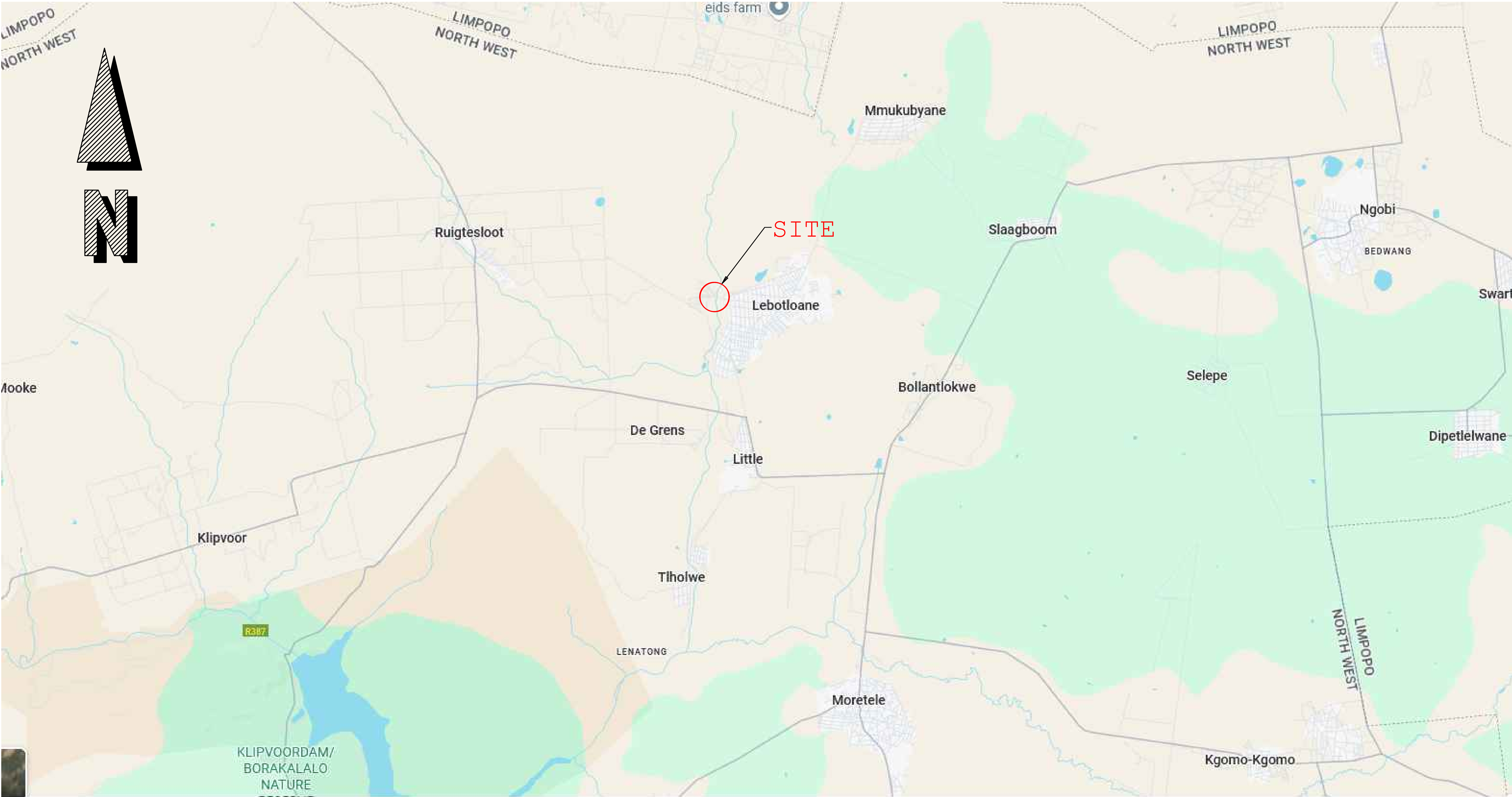
Contact Person/s

Technical Enquiries	SCM Enquiries
Mr. P Molautsi TEL.012 716 1300/1347 EMAIL: Pholoshlo.molautsi@moretele.gov.za	Mrs. M Phenya Tel: 012 716 1308/11 E-mail: modiegi.phenya@moretele.gov.za



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PART C5: DRAWINGS



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Tel: (012) 716 1300/1000
Fax: (012) 716 9999

No	AMENDMENTS	BY	APPROVED	DATE

APPROVED ON BEHALF OF THE CONSULTING ENGINEER
ENGINEER : _____
REG. No. : _____
DATE : _____
SIGNATURE : _____

REFERENCE

DESIGNED
DRAWN
REVIEWED
PROJECT ENGINEER

CONTRACT No:	
IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE PROJECT IN WARD 04	
LOCALITY PLAN	
CONTRACT DATE:	DRAWING ML/LET3/LAY-01

80m (3.6*3.6) Box Culvert

680m Road upgrading



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ENGINEER : _____

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DATE : _____

SIGNATURE : _____

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DRAWN

REVIEWED

PROJECT ENGINEER

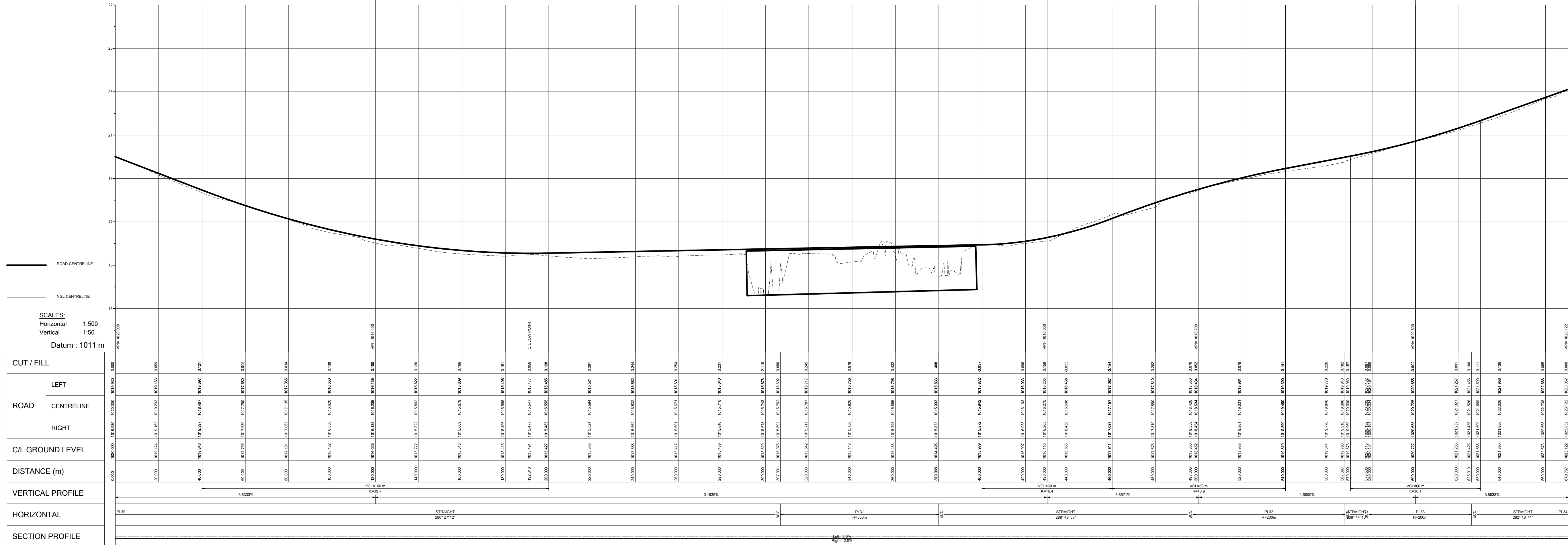
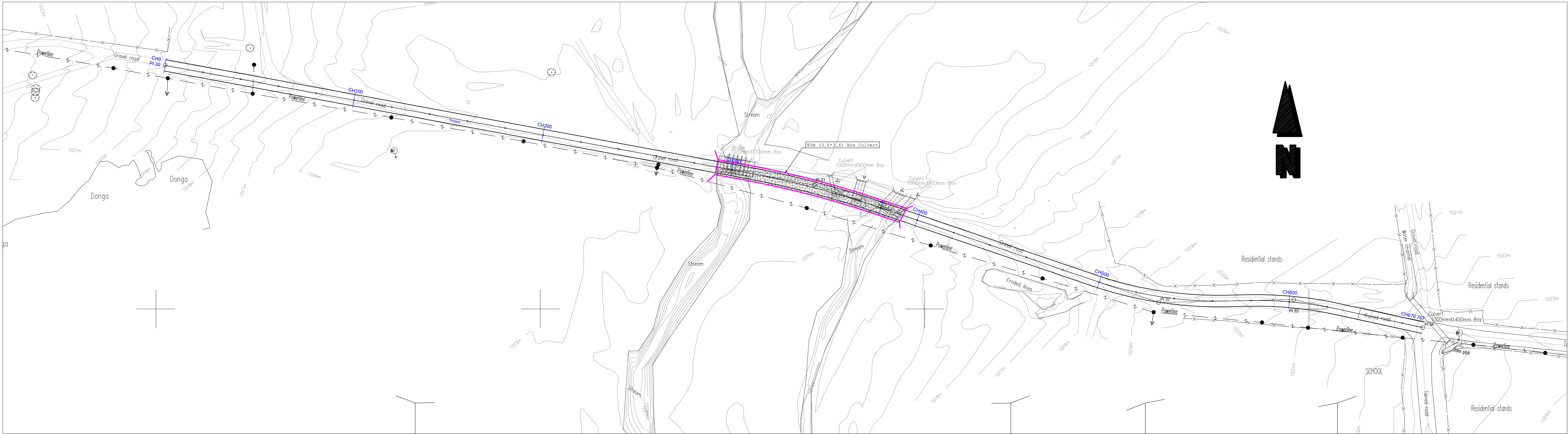
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IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE
PROJECT IN WARD 04

KEY PLAN

CONTRACT: _____
DATE: _____

DRAWING: ML/LET3/LAY-02

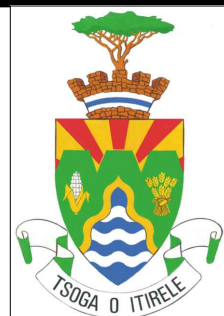
REVISION



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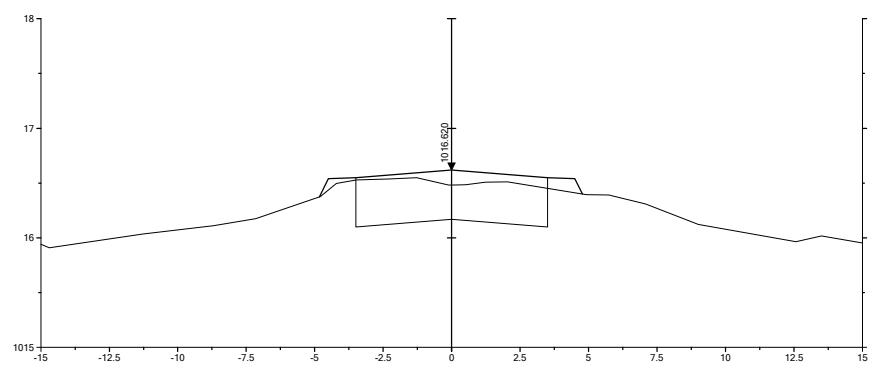
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ENGINEER :
REG. No. :
DATE :
SIGNATURE :

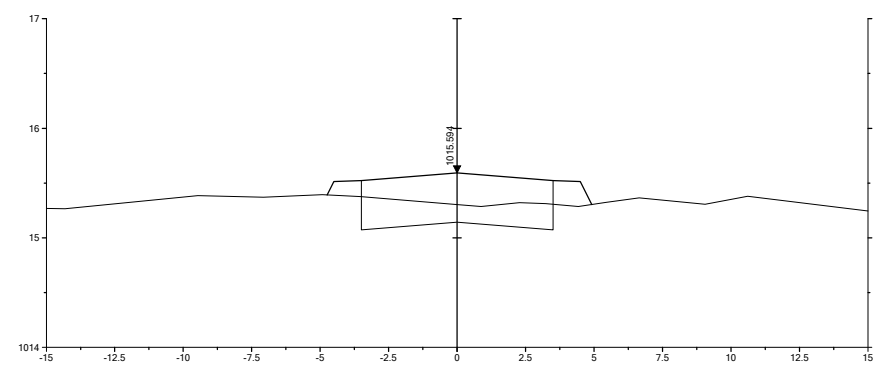
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PROJECT ENGINEER

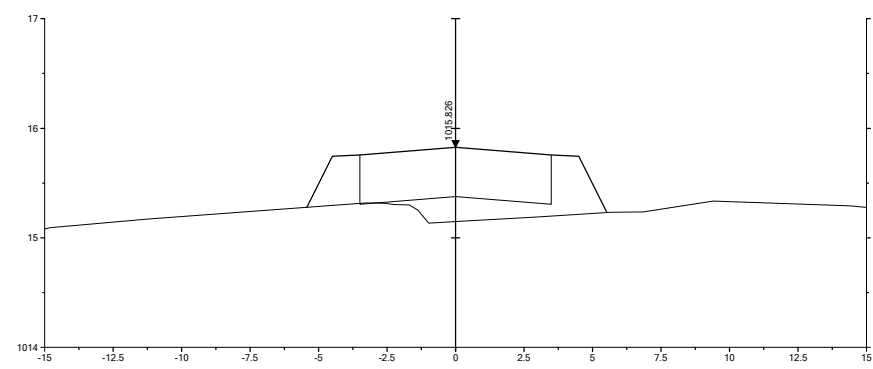
CONTRACT No:
IMPLEMENTATION OF LEBOTLWANE,THULARE BRIDGE
PROJECT IN WARD 04
LAYOUT AND LONG SECTION
CONTRACT:
DATE:
DRAWING
ML/LET3/RD-01
REVISION



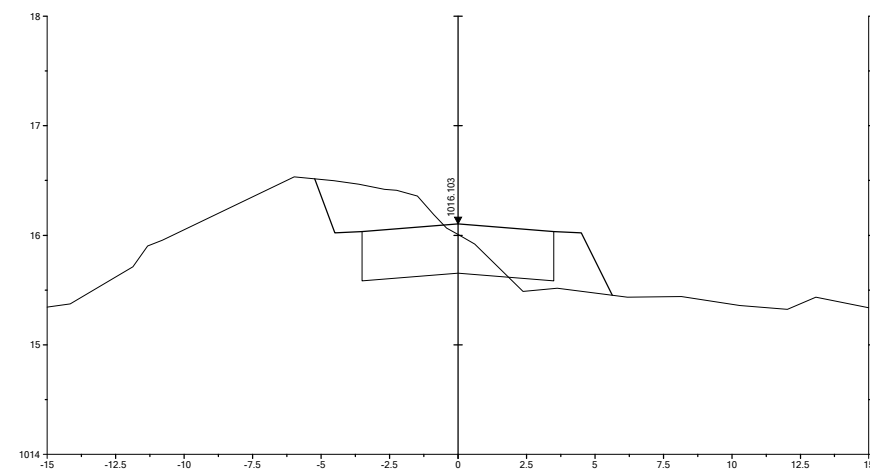
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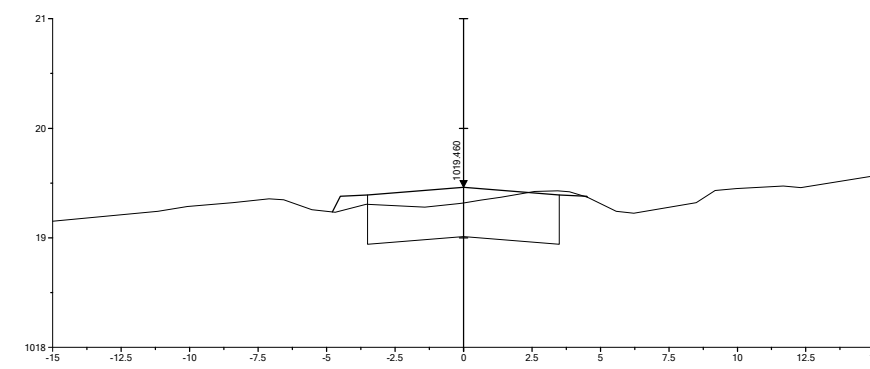
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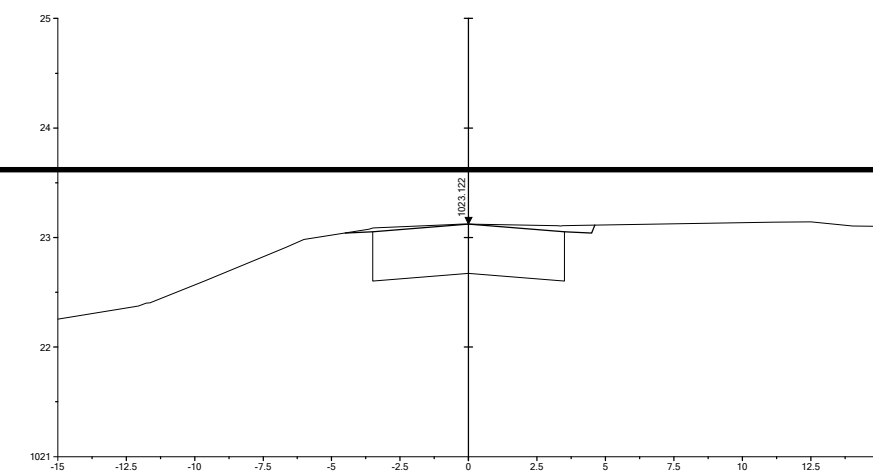
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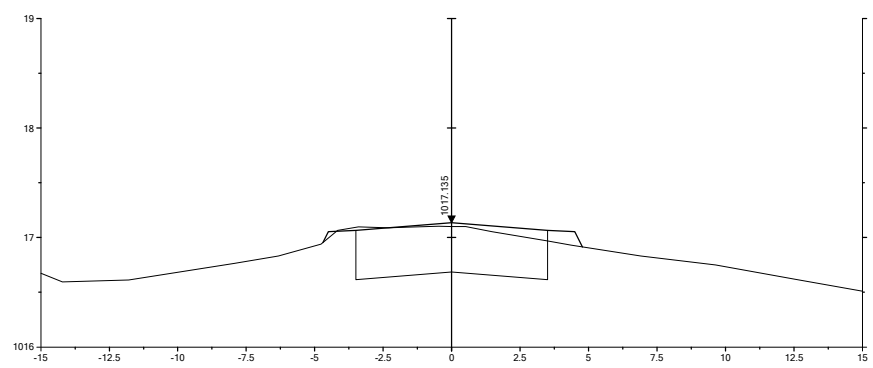
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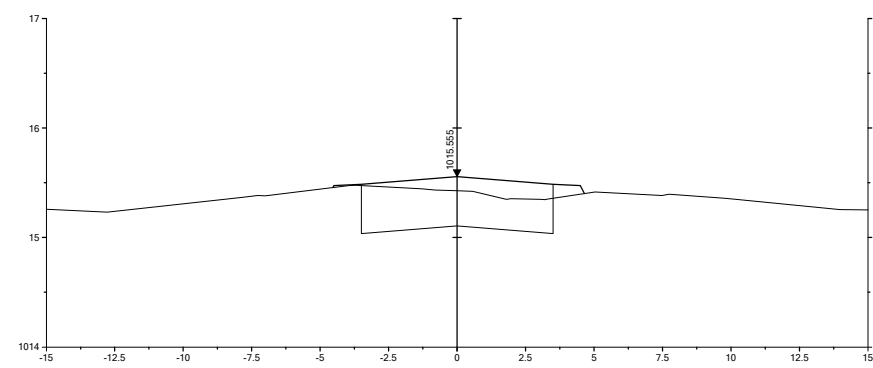
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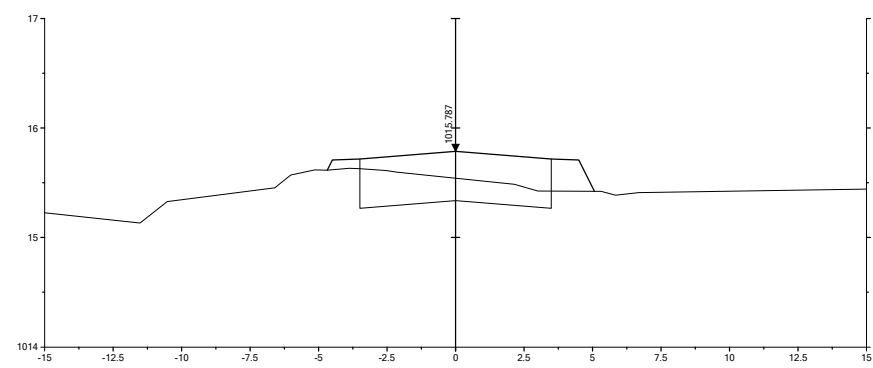
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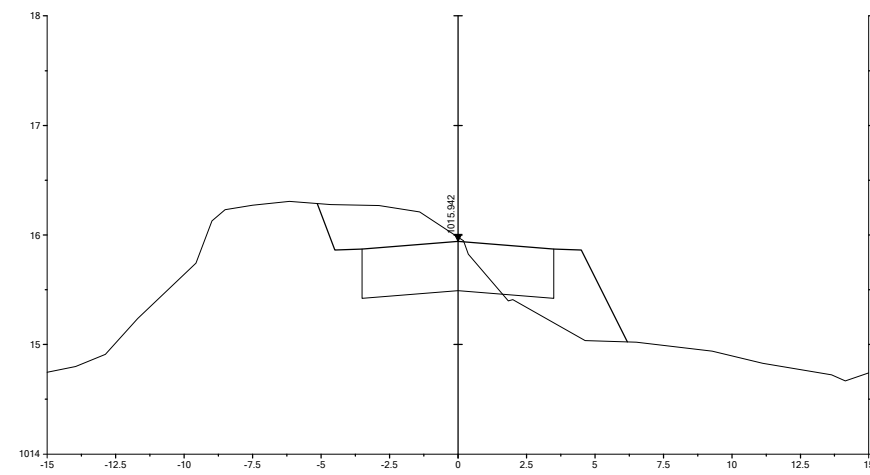
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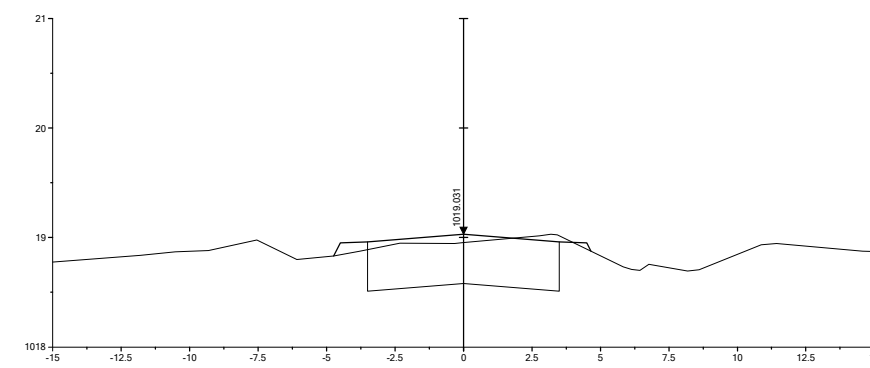
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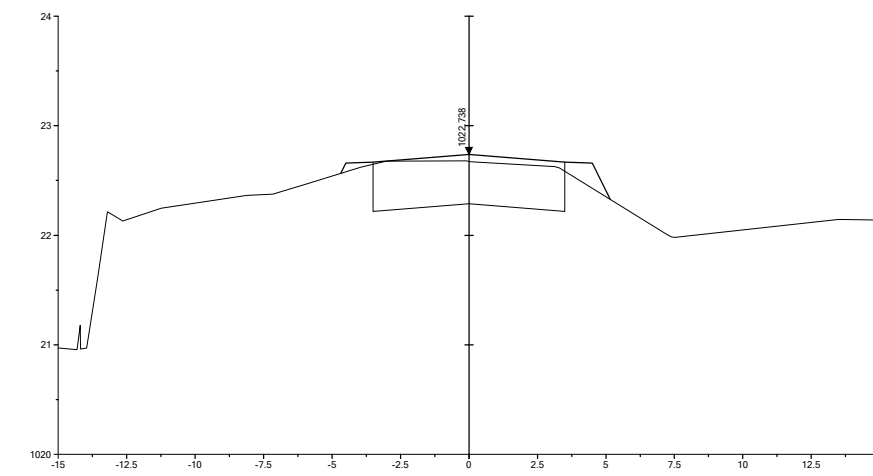
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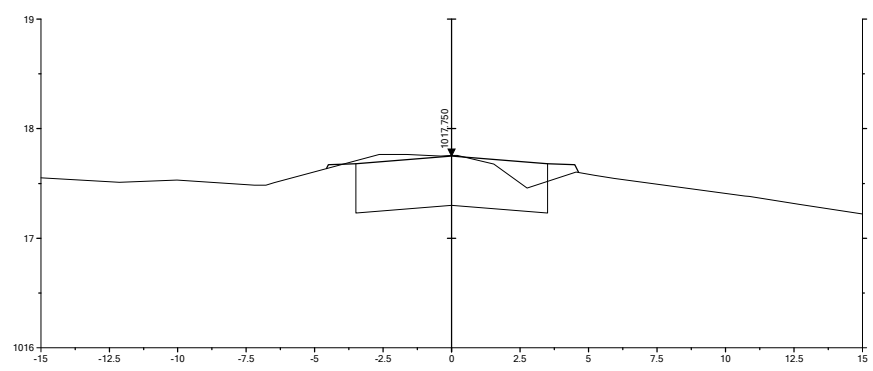
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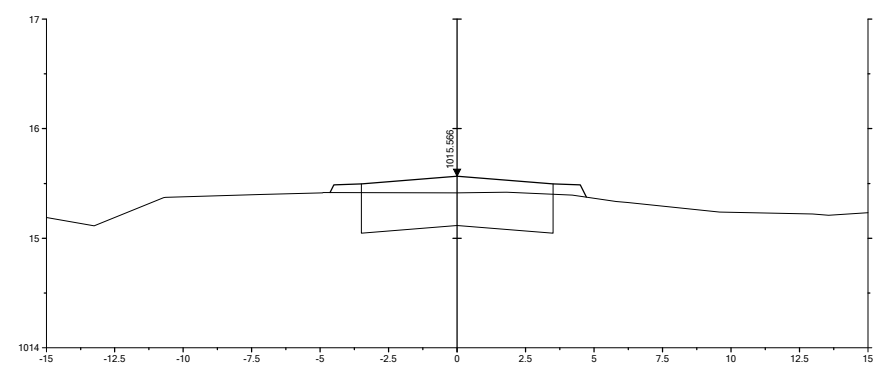
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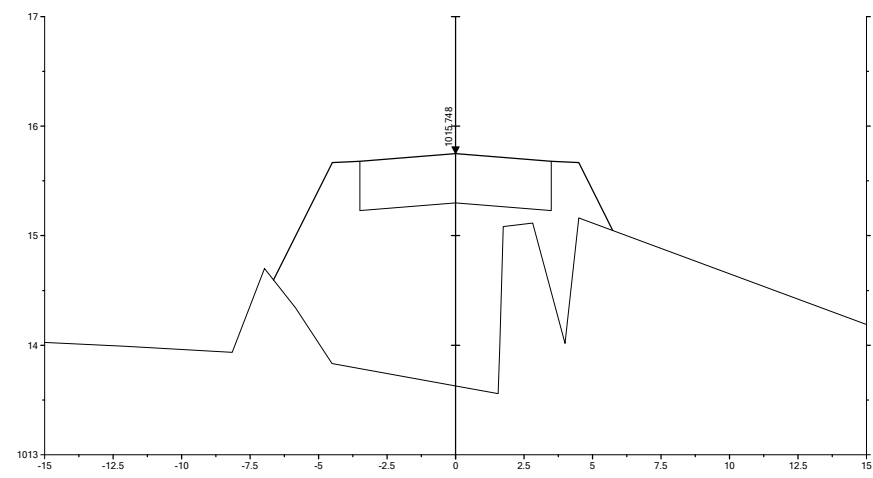
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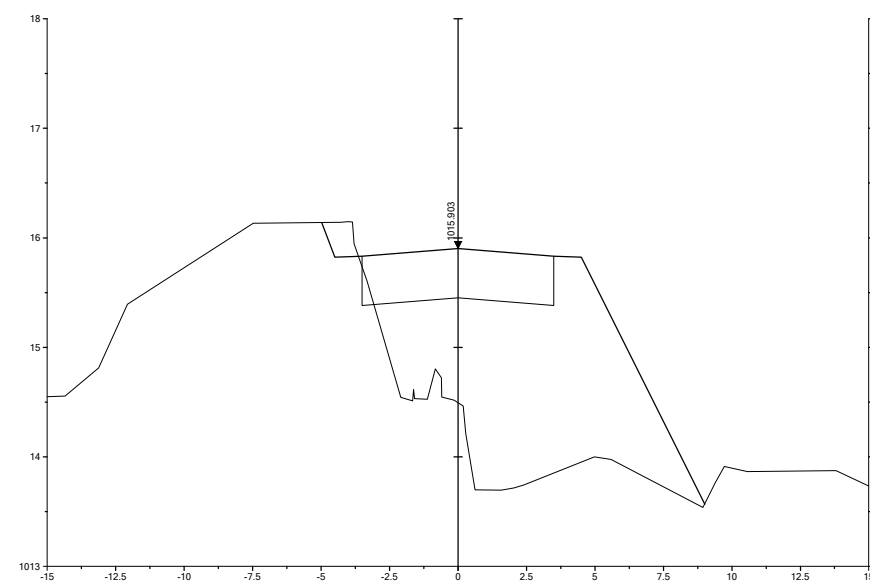
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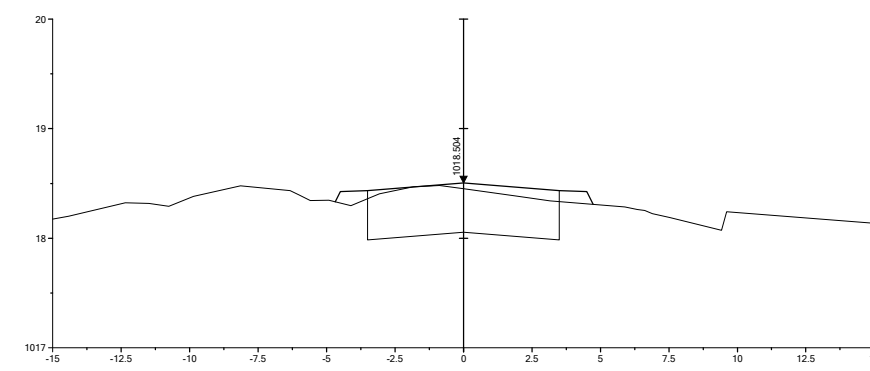
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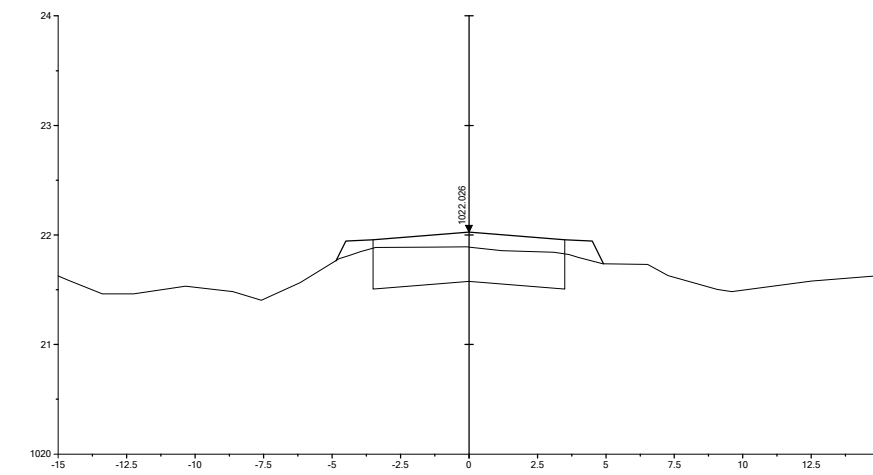
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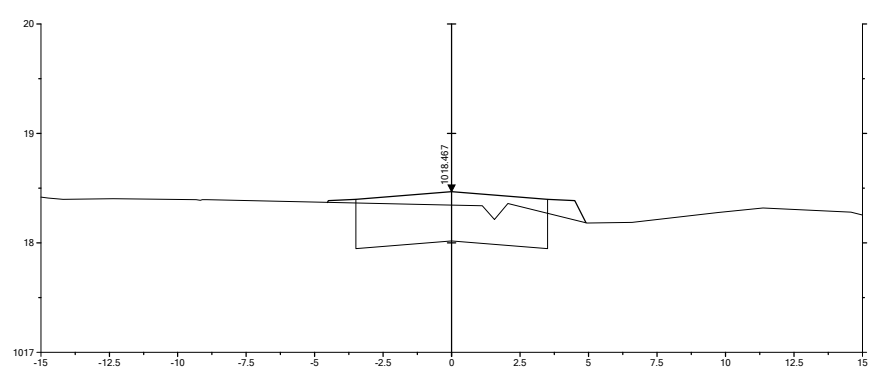
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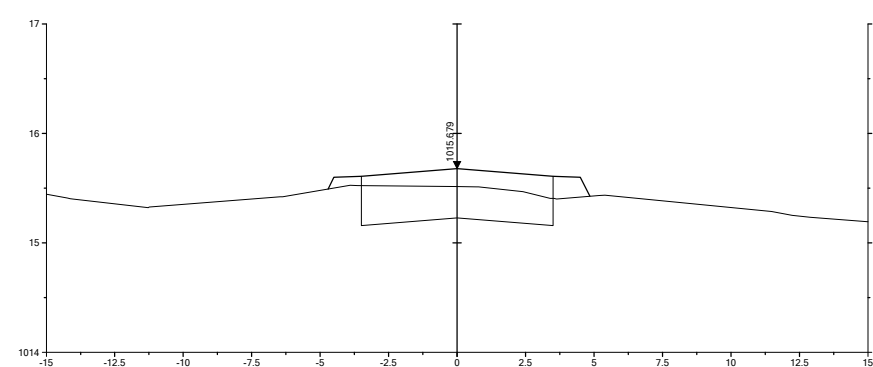
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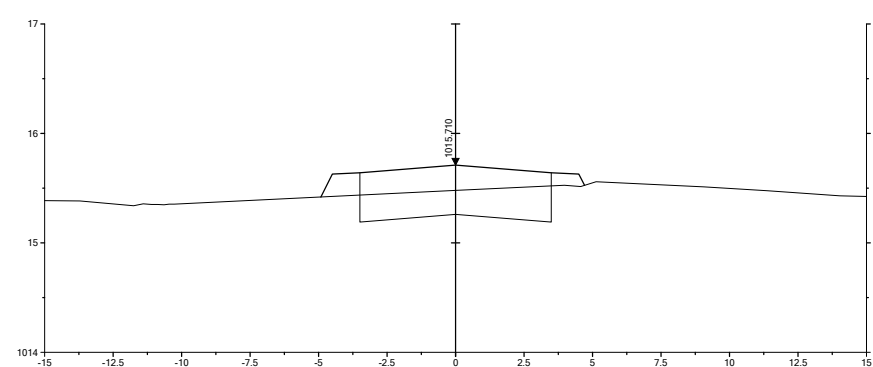
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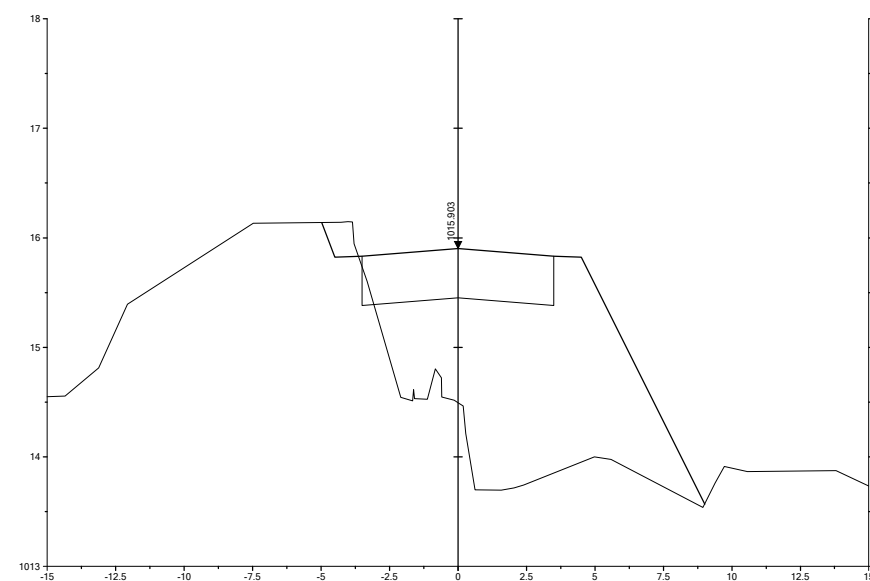
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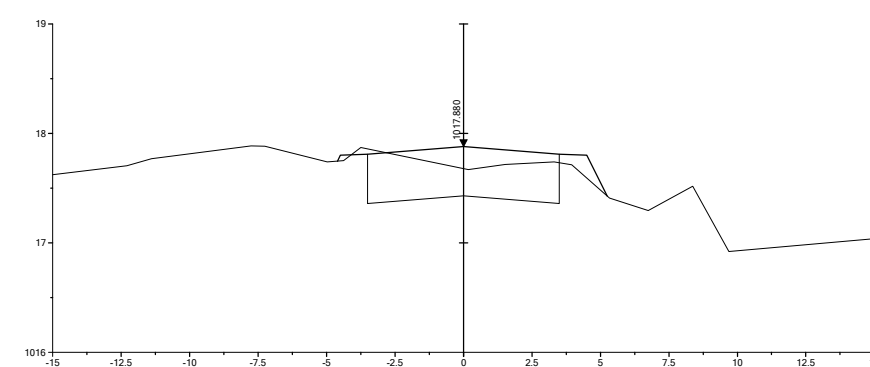
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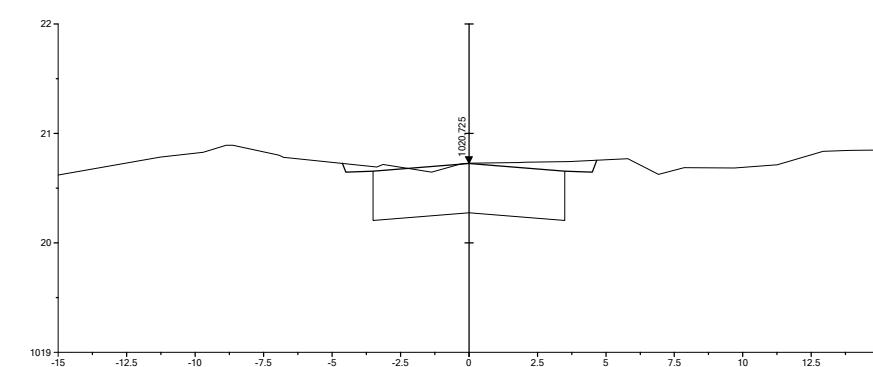
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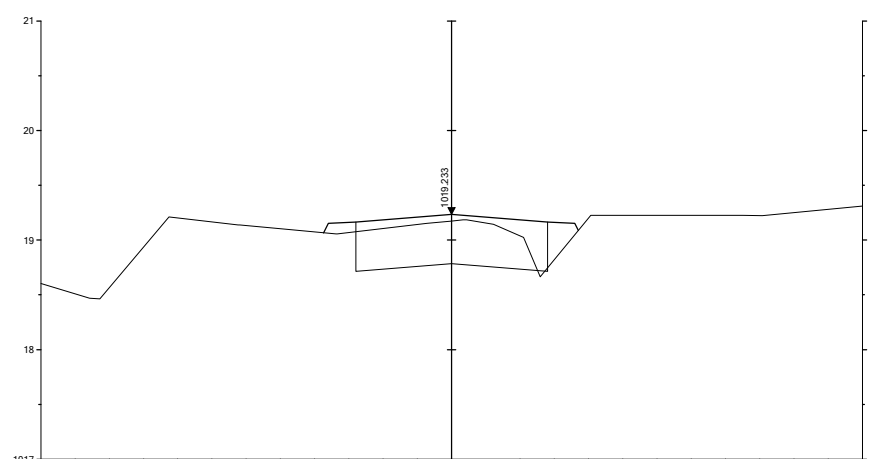
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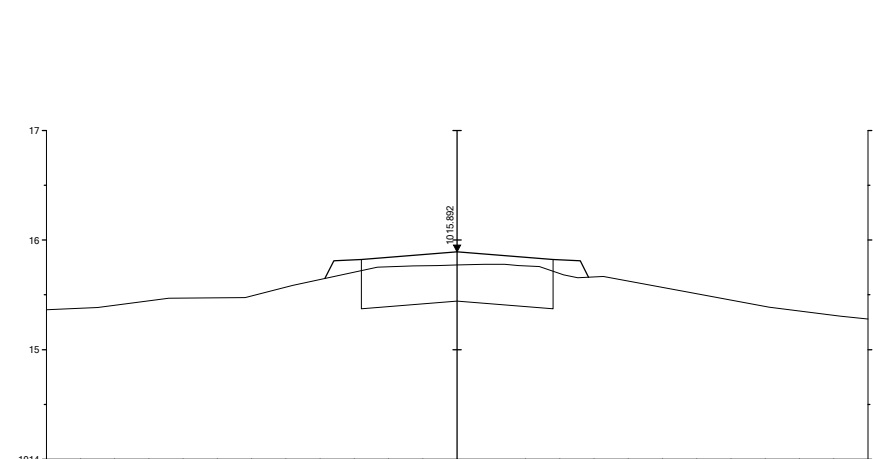
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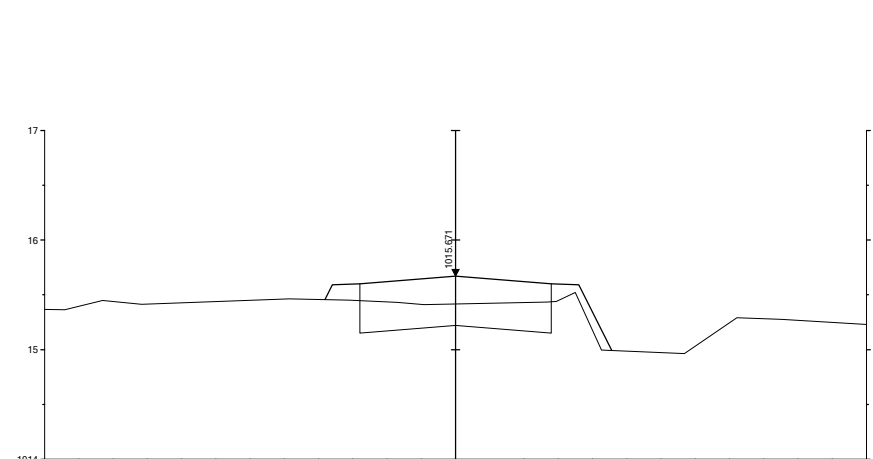
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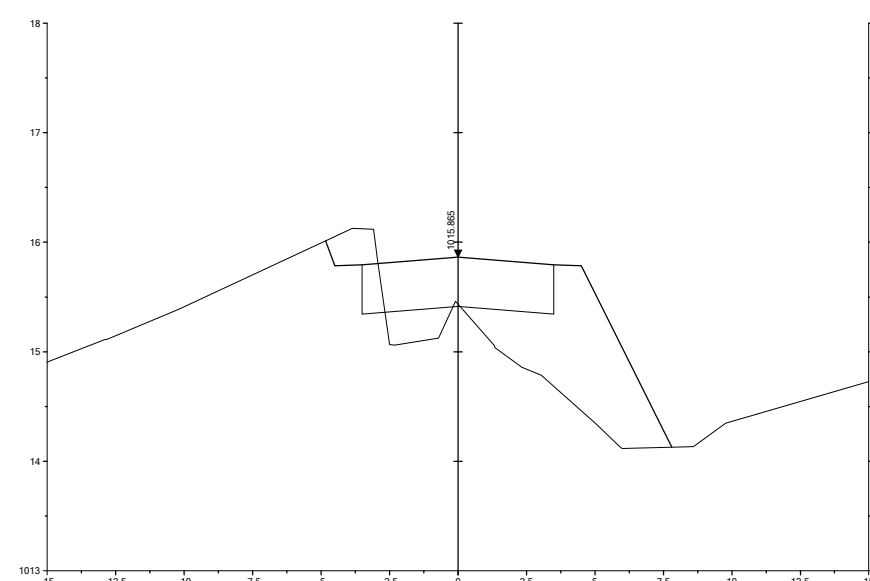
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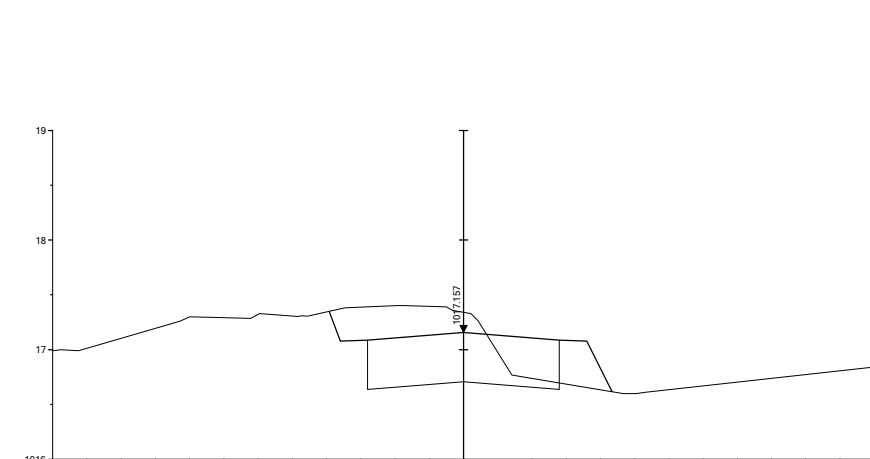
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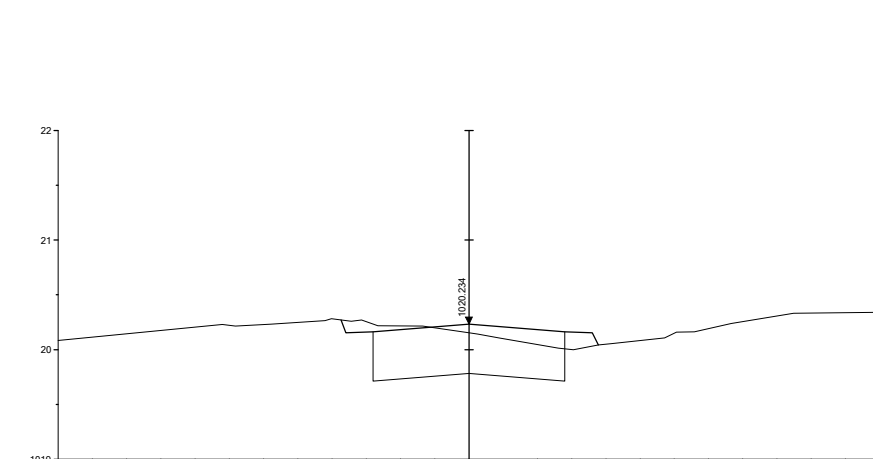
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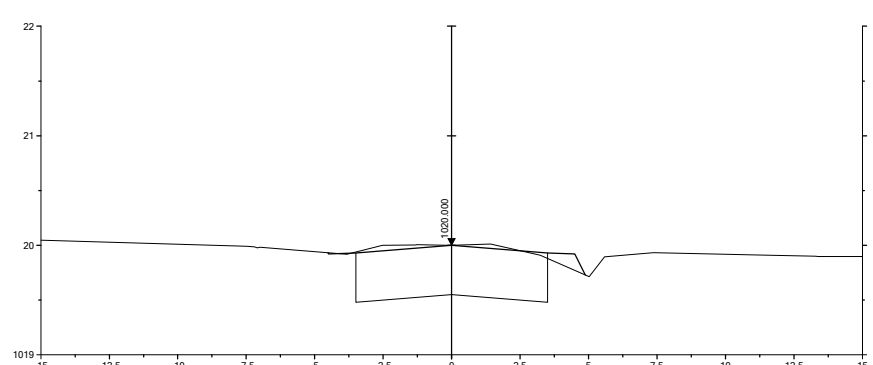
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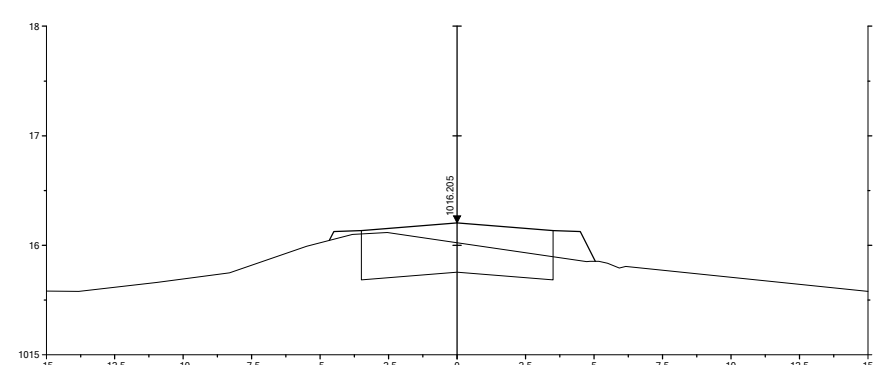
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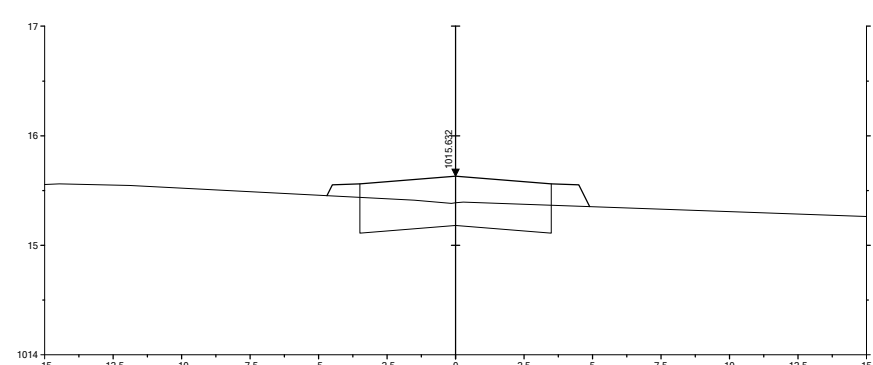
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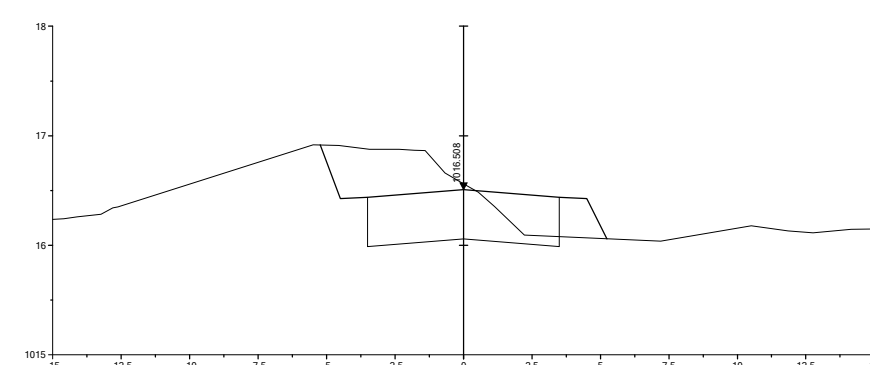
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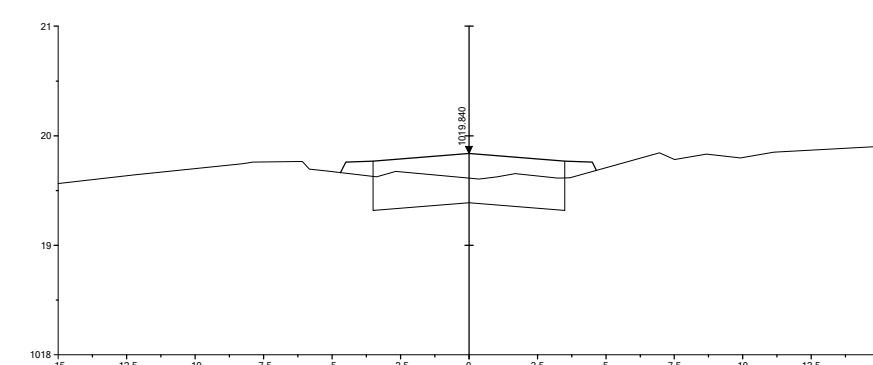
CH 120



CH 240



CH 440



CH 560

MORULA CONSULTING ENGINEERS



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0404
Tel: (012) 716 1300/1000
Fax: (012) 716 9999

No AMENDMENTS

BY

APPROVED

DATE

APPROVED ON BEHALF OF THE CONSULTING ENGINEER

ENGINEER : _____

REG. No. : _____

DATE : _____

SIGNATURE : _____

REFERENCE

DESIGNED

DRAWN

REVIEWED

PROJECT ENGINEER

CONTRACT No:
**IMPLEMENTATION OF LEBOTLWANE,THULARE BRIDGE
PROJECT IN WARD 04**

CROSS SECTIONS

CONTRACT:

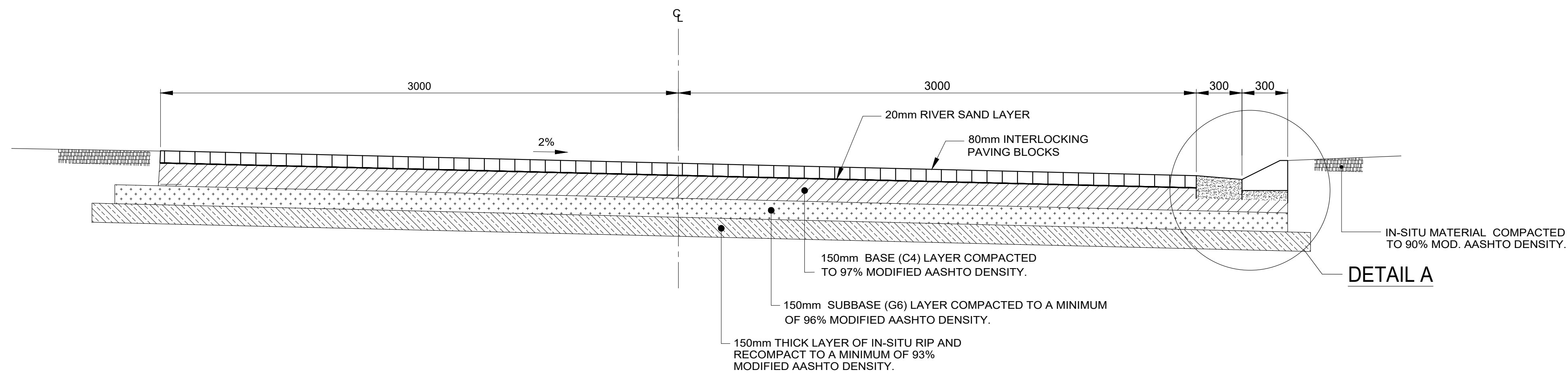
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DRAWING

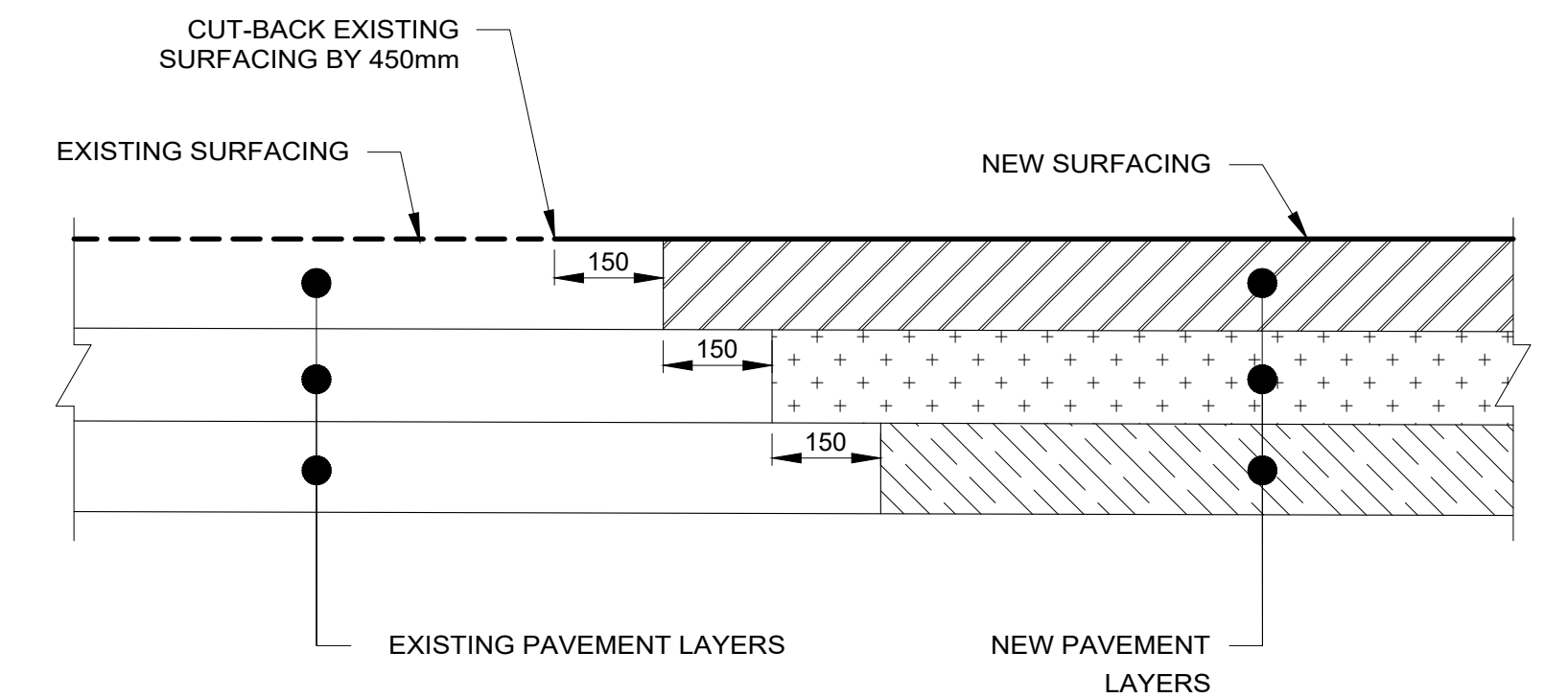
ML/LET3/RD-02

REVISION

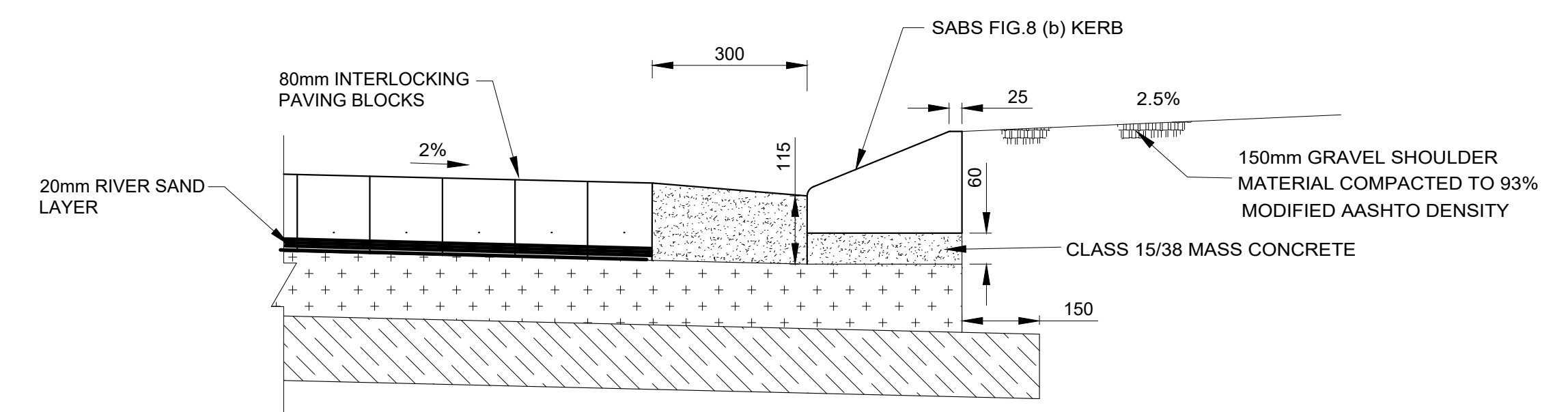
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TYPICAL CROSS-SECTION & PAVEMENT
DESIGN DETAILS



NEW CONSTRUCTION TO EXISTING
PAVEMENT STRUCTURE JOINT DETAIL



DETAIL A

MORULA CONSULTING ENGINEERS



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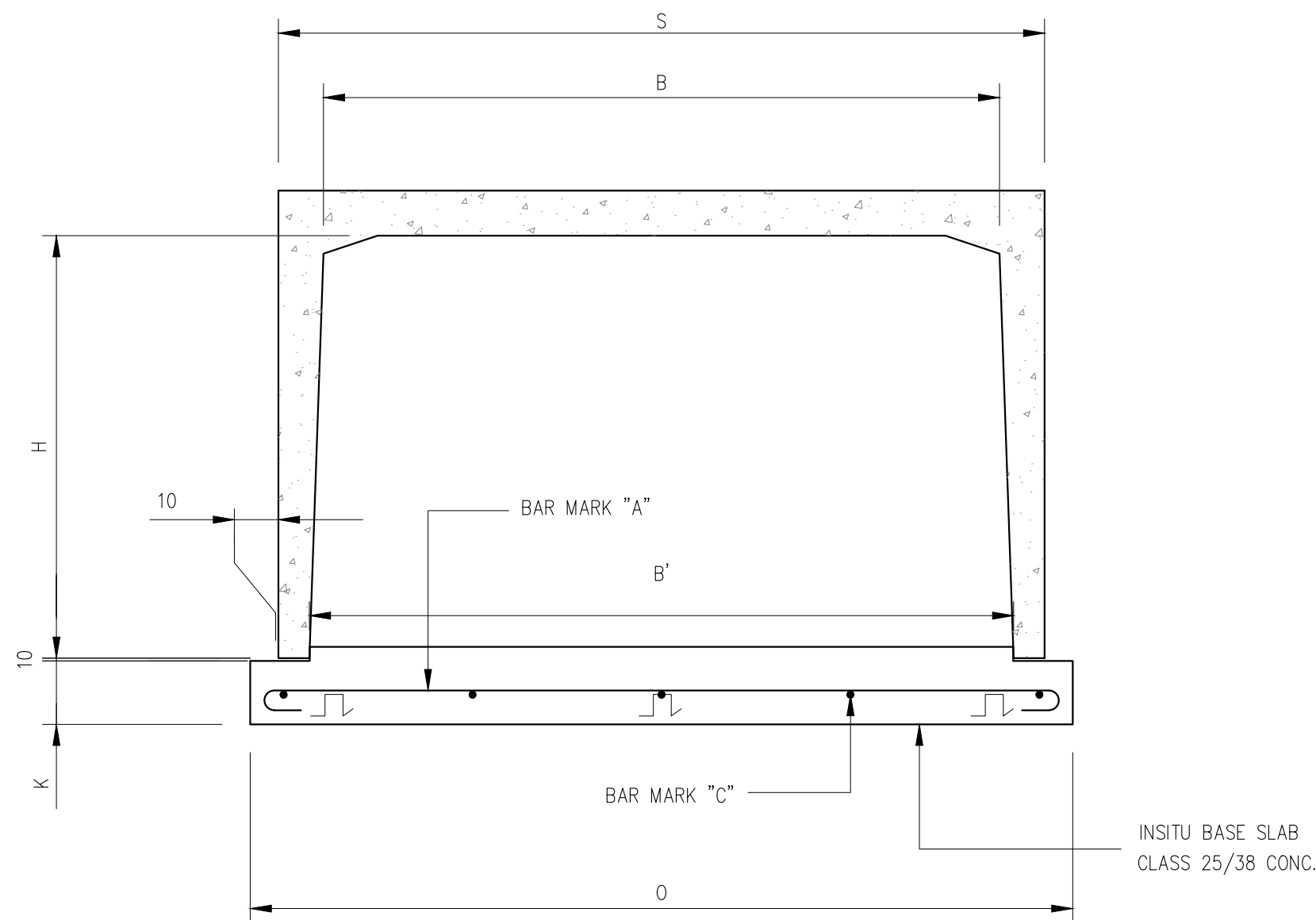
No.	AMENDMENTS	BY	APPROVED	DATE

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ENGINEER : _____
REG. No. : _____
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SIGNATURE : _____

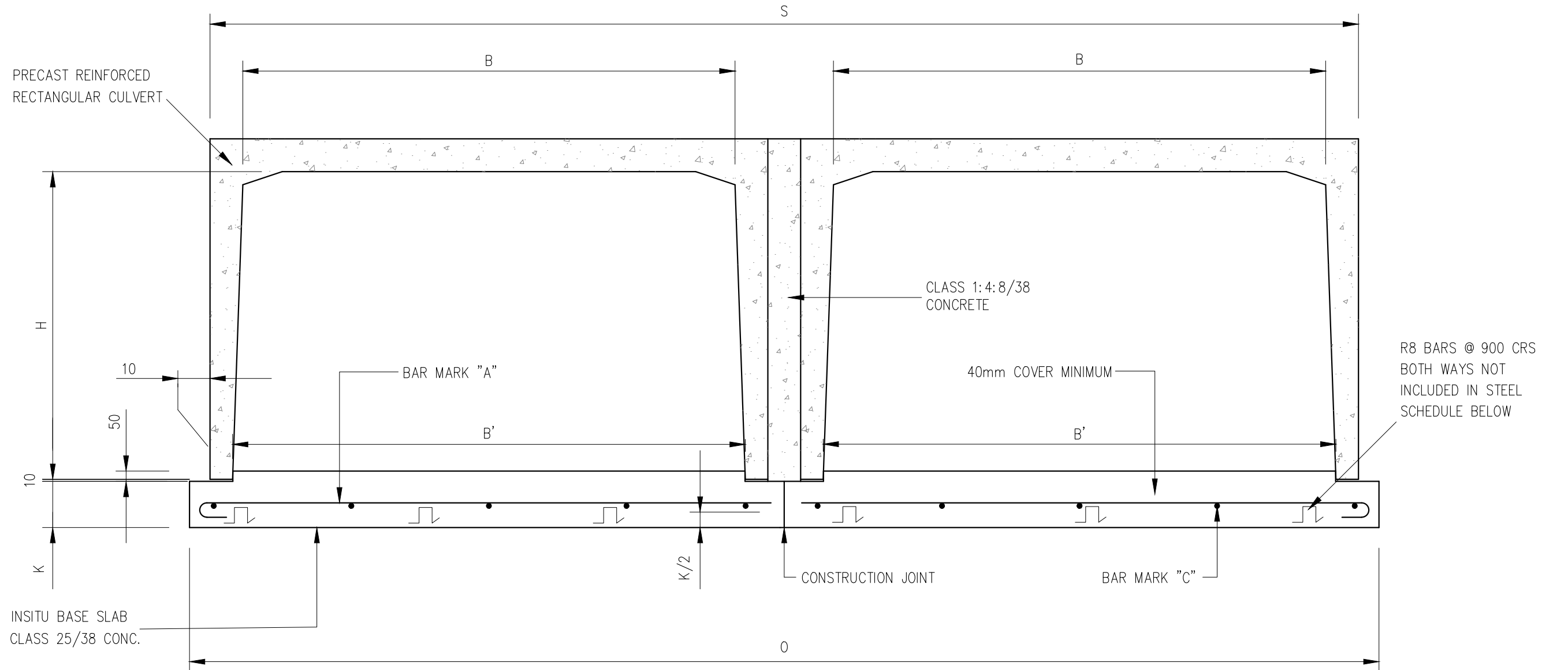
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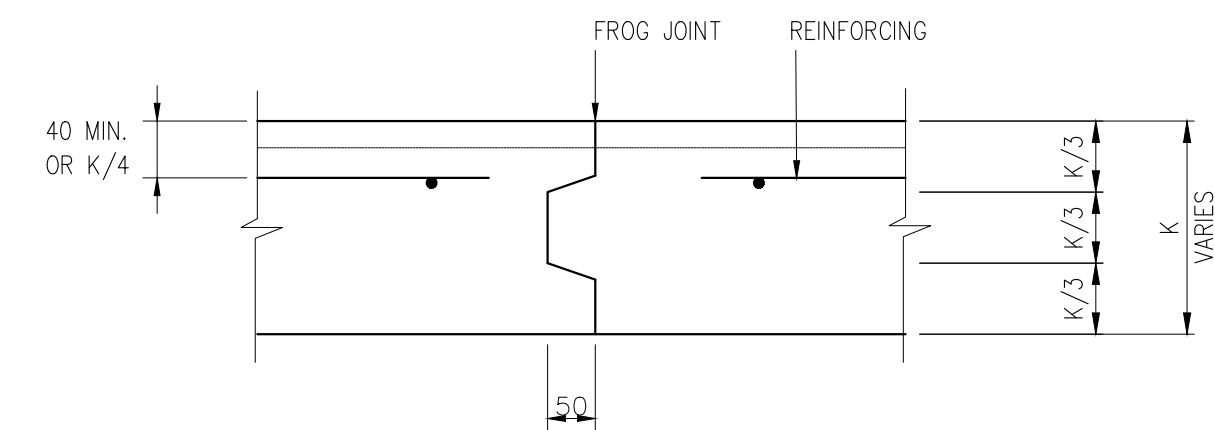
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IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE
PROJECT IN WARD 04
TYPICAL CROSS SECTIONS AND PAVEMENT DESIGN
CONTRACT:
DATE:
DRAWING
ML/LET3/STD-01
REVISION



TYPICAL CROSS SECTION : SINGLE UNIT
SCALE 1:20



TYPICAL CROSS SECTION : MULTIPLE UNITS
SCALE 1:20



CONSTRUCTION JOINT
SCALE 1:5

DIMENSIONS					REINFORCEMENT					
B	H	S	O	K	BAR A	L	CUT LENGTH	BENDING	BAR C	BENDING
1 X 600	300	775	980	150	Y12-225	900	1100		4Y10-250	
2 X 600	450	1630	1840	150	Y12-225	1760	1950		8Y10-250	
3 X 600	600	2480	2690	150	Y12-225	2610	2800		11Y10-250	
1 X 750	300	940	1150	150	Y12-180	1060	1250		5Y10-250	
2 X 750	450	1960	2170	150	Y12-180	2090	2300		9Y10-250	
3 X 750	600	2980	3190	150	Y12-180	3110	3300		13Y10-250	
1 X 900	300	1100	1310	150	Y12-160	1230	1450		5Y10-250	
2 X 900	450	2280	2490	150	Y12-160	2410	2600		10Y10-250	
3 X 900	600	3460	3670	150	Y12-160	3590	3800		15Y10-250	
1 X 900	450	1100	1310	150	Y12-160	1230	1450		5Y10-250	
2 X 900	600	2280	2490	150	Y12-160	2410	2600		10Y10-250	
3 X 900	900	3460	3670	150	Y12-160	3590	3800		15Y10-250	
1 X 1200	450	1420	1630	175	Y12-160	1550	1750		8Y10-200	
2 X 1200	600	2920	3130	175	Y12-160	3050	3150		15Y10-200	
3 X 1200	900	4420	4630	175	Y12-160	4550	4750		22Y10-200	
1 X 1500	600	1770	1980	175	Y12-130	1900	2100		9Y10-200	
5 X 1500	900	3620	3830	175	Y12-130	3750	3950		18Y10-200	
3 X 1500	1200	5470	5680	175	Y12-130	5600	5800		22Y10-200	
1 X 1800	600-900	2080	2290	200	Y12-125	2210	2450		13Y10-180	
2 X 1800	1500-1800	4230	4440	200	Y12-125	4360	4600		28Y10-150	
1 X 2400	900-1200	2710	2920	225	Y16-170	2840	3200		19Y10-150	
2 X 2400	1800-2400	5500	5710	225	Y16-170	5630	6000		37Y10-150	
1 X 3000	900-3000	3320	3530	250	Y16-150	3450	3800		23Y10-150	

● SEE NOTE 10

- GENERAL NOTES:
- ALL CONCRETE TO BE CLASS 25/38 UNLESS OTHERWISE INDICATED.
 - REINFORCEMENT SHALL COMPLY TO THE REQUIREMENTS OF S.A.B.S 920 TYPE C, CLASS 2, GRADE 1.
 - PITCHING ON INLET SIDE TO BE TO DESIGN HIGH FLOOD LEVEL. (SEE CULVERT SCHEDULE)
 - CONCRETE COVER TO STEEL 40mm MINIMUM OR K/4
 - DESIGN MASS OF FILL = 1900 kg/m³
 - LOAD FACTOR FOR PROOF LOAD OF S.A.B.S. 986 = 1,5.
 - HIGH TENSILE (Y) REINFORCEMENT WORKING STRESS : 3890 kPa.
 - PRECAST REINFORCED CULVERTS SHALL COMPLY WITH THE REQUIREMENTS OF S.A.B.S. 986 AND ADDITIONAL TEST LOADING AS SPECIFIED.
 - DIMENSIONS AND REINFORCEMENT DETAILS FOR IN-SITU BASE SLABS ARE VALID ONLY IF :
 - THE HEIGHT OF FILL ABOVE THE CULVERT IS LESS THAN SPECIFIED BELOW

DIMENSION B	HEIGHT OF FILL
600mm	6m
750mm	5m
900mm	4m
1200mm	3m
1500mm	2.5m
1800mm	2.0m
2400mm	1.5m
3000mm	0.9m

 - THE TYPE OF MATERIAL UNDER THE BASE SLAB IS NOT ROCK.
 - THE DIMENSIONS IN THE TABLE MAY NOT CONFORM TO ALL MARKED UNITS; IT MAY BECOME NECESSARY TO REVISE TABULATED DIMENSIONS.

STONE PITCHING



THE TECHNIQUE AND REQUIREMENTS LAID DOWN
IN METHOD 1 SHALL APPLY WITH THE
FOLLOWING EXCEPTIONS:

1. NO SMALL STONES SHALL BE USED TO FILL THE SPACES BETWEEN THE LARGER STONES.
2. TOPSOIL SHALL BE INTRODUCED BETWEEN INDIVIDUAL STONES SIMULTANEOUSLY WITH PLACING OF STONES.
3. ROOTED GRASS OR GRASS TUFTS SHALL THEN BE PLACED IN THE TOPSOIL.



THE TECHNIQUE AND REQUIREMENTS LAID
DOWN IN METHOD 1 SHALL APPLY WITH
THE FOLLOWING EXCEPTION:

1. THE SPACES BETWEEN THE STONES SHALL
BE FILLED WITH MORTAR.



THE TECHNIQUE AND REQUIREMENTS LAID DOWN IN METHOD 1 SHALL APPLY WITH THE FOLLOWING EXCEPTIONS.

1. PITCHING IN ACCORDANCE WITH GROUTED STONE PITCHING.
2. CONSTRUCTION SHALL BE AS FOLLOWS:
 - a) PLACING OF BOTTOM WIRE NET.
 - b) ATTACHING OF WIRE TIES TO BOTTOM MESH.
 - c) PITCHING.
 - d) PLACING THE TOP WIRE NET AND FASTENING WIRE TIES.
 - e) GROUTING.

GABION



STANDARD SIZES OF BOXES

ROCK USED FOR THE FILLING OF CAGE

MESH SIZE AND WIRE DIAMETER FOR CAGES

DEPTH OF GABION	MESH SIZE (mm)
500mm AND OVER	80 x 100
200mm TO 300mm	80 x 100



ANCHORS FOR GABION MATTRESSES



STANDARD SIZES



DETAIL OF GABION MATTRESSES AND BOXES AT INLETS AND OUTLET



1m 0m 1m 2m 3m 4m 5m 6m 7m 8m 9m 10m 11m 12m 13m 14m
ORIGINAL SCALE: 1 : 100



CONSULTING ENGINEERS
& PROJECT MANAGERS
"a new dawn"

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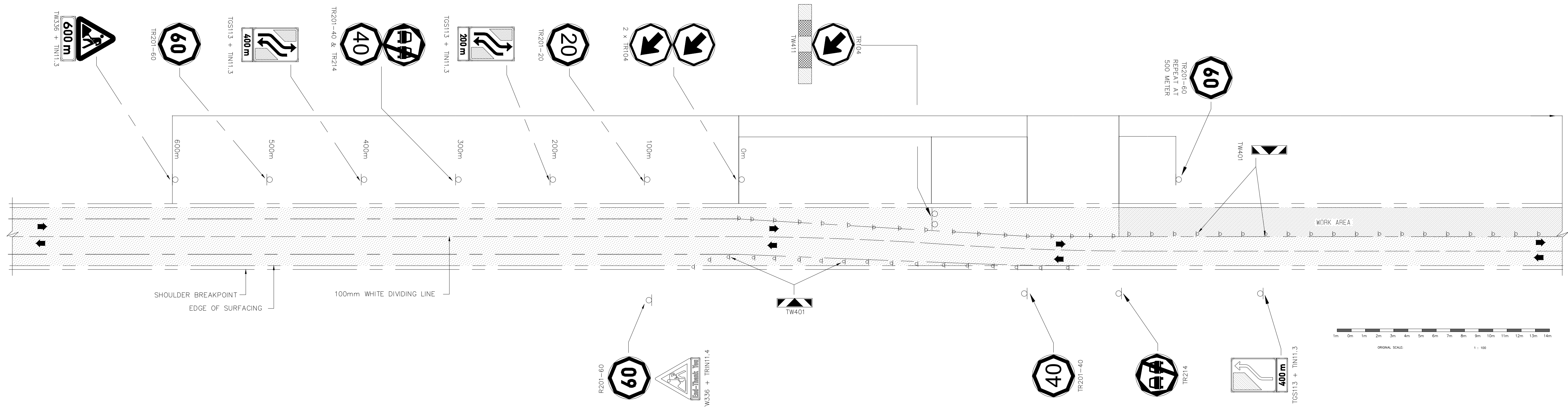
REVIEWED

PROJECT ENGINEER

CONTRACT No: _____

STONE PITCHING AND GABION DETAILS

CONTRACT:	DRAWING	REVISION
DATE:	ML/LET3/STD-06	△



TYPICAL ROAD SIGN SEQUENCE FOR HALF-WIDTH CONSTRUCTION

N.T.S

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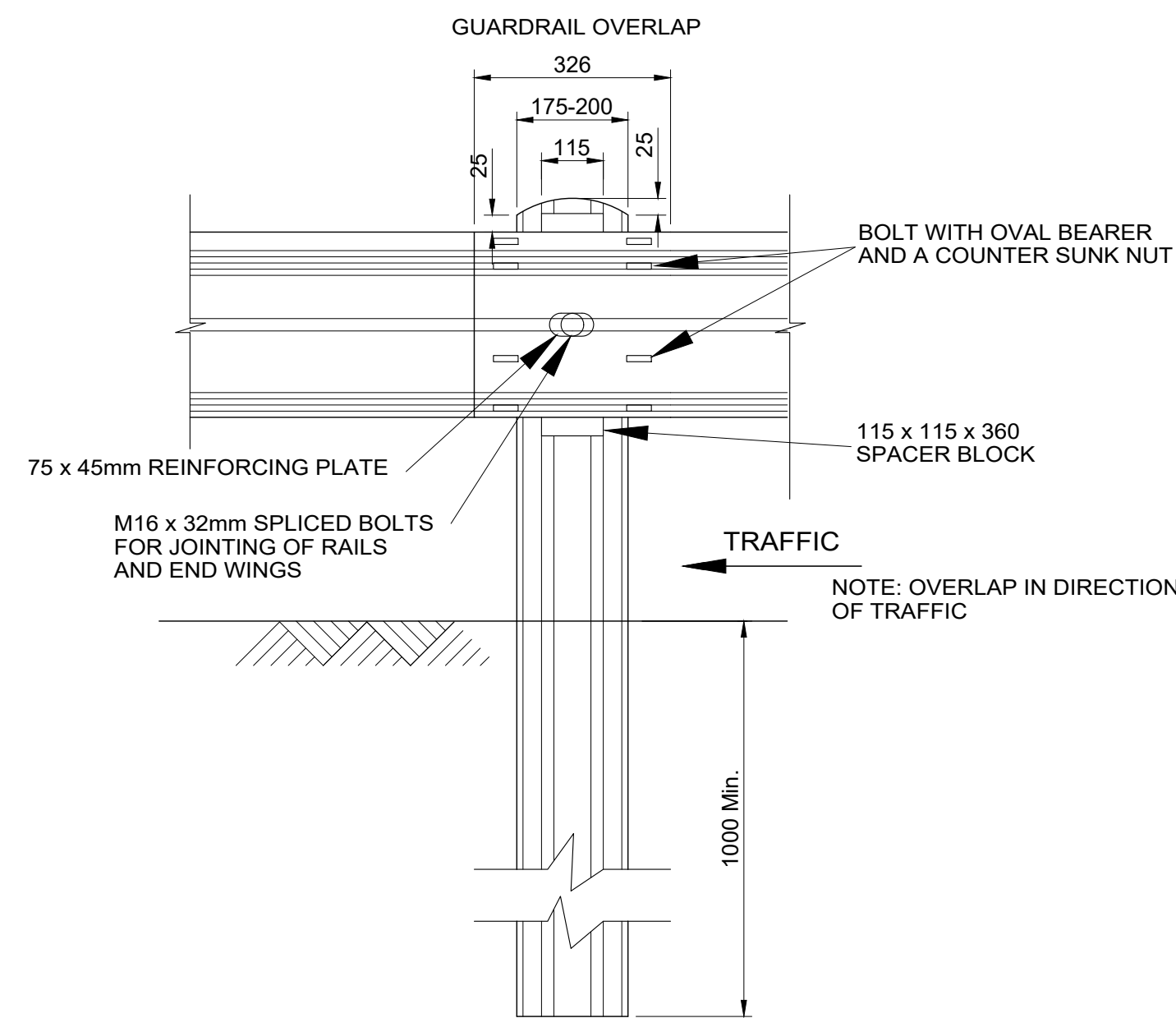
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REG. No. : _____
DATE : _____
SIGNATURE : _____

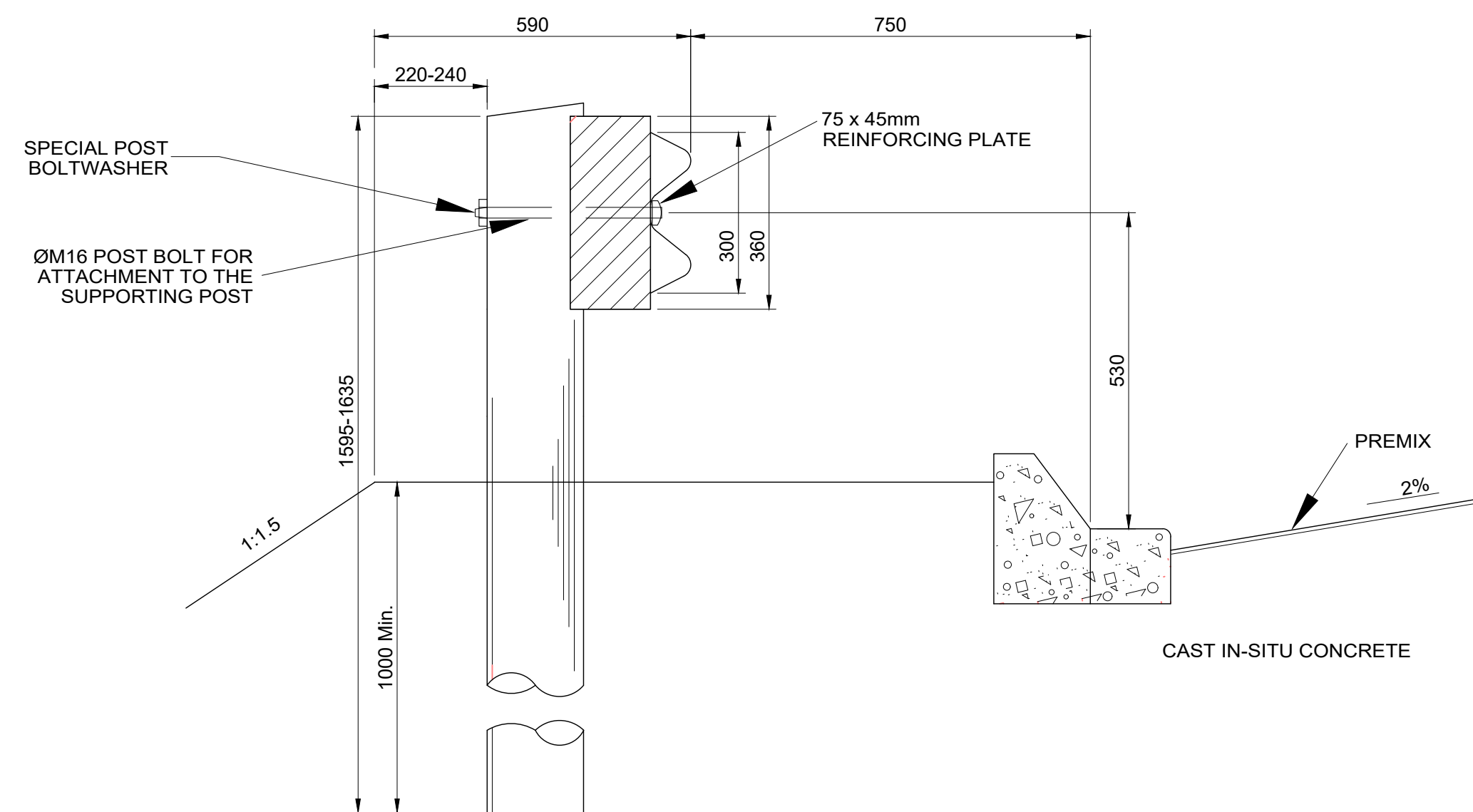
REFERENCE

DESIGNED
DRAWN
REVIEWED
PROJECT ENGINEER

CONTRACT No:	
IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE	
PROJECT IN WARD 04	
ACCOMMODATION OF TRAFFIC DETAILS	
CONTRACT:	REVISION
DATE:	ML/LET3/STD-04

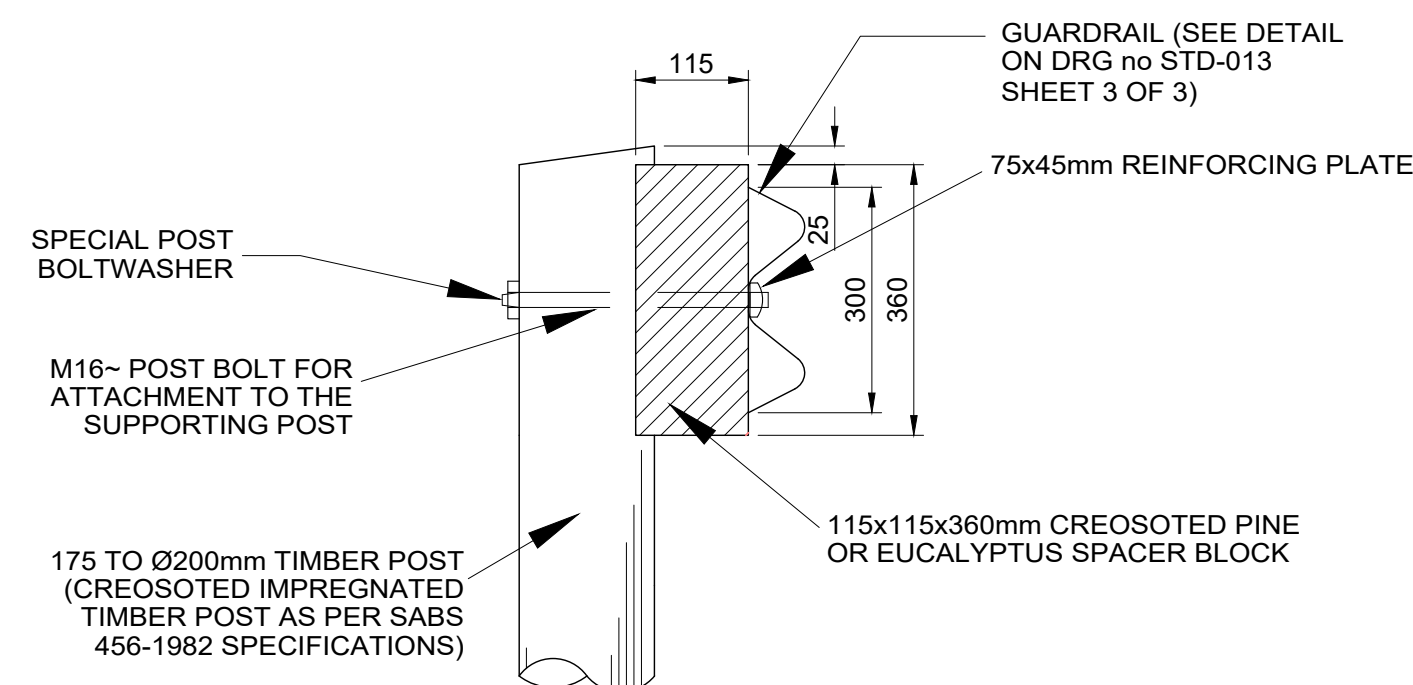


FRONT ELEVATION OF OVERLAP



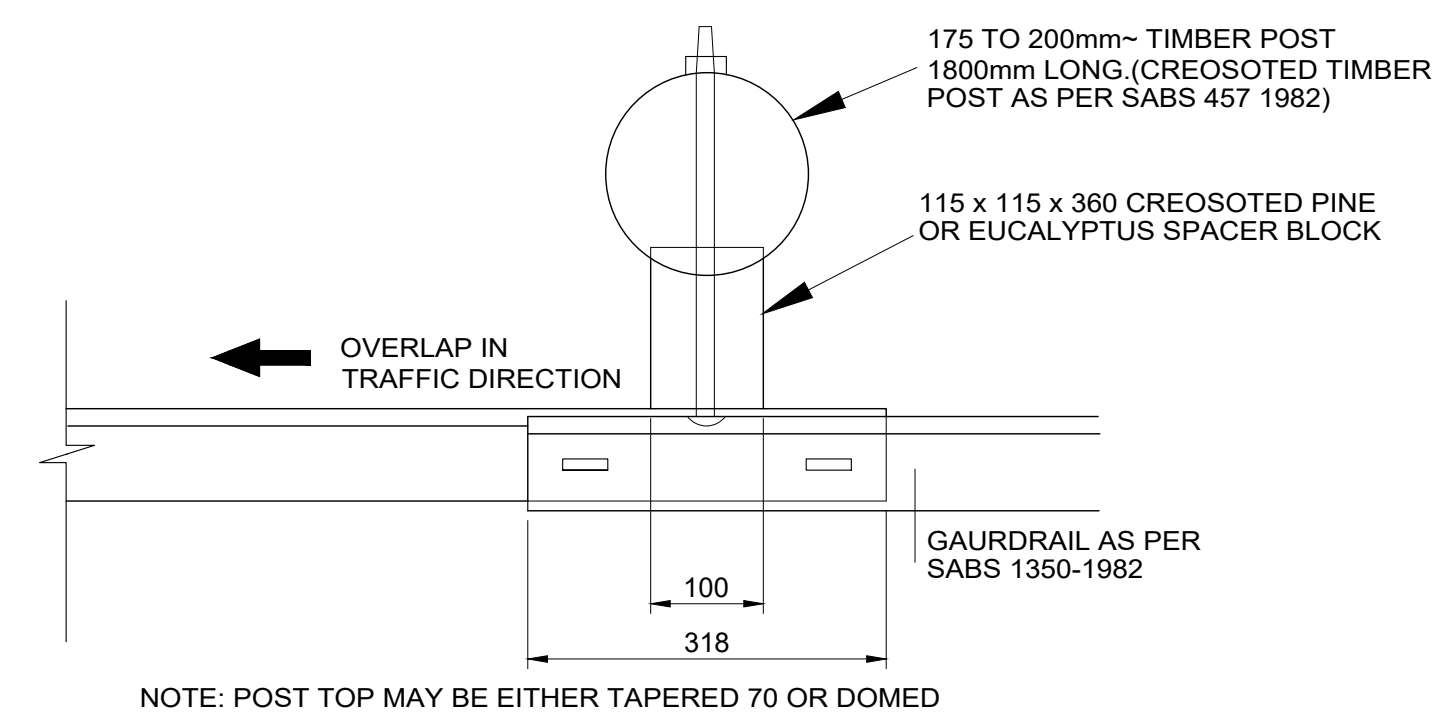
SIDE ELEVATION

1:10

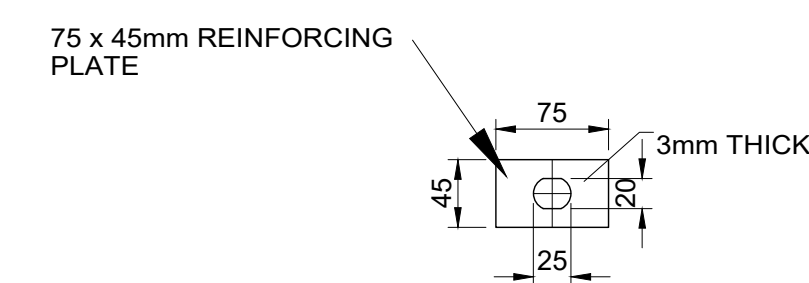


DETAIL OF FIXING

SCALE 1:10

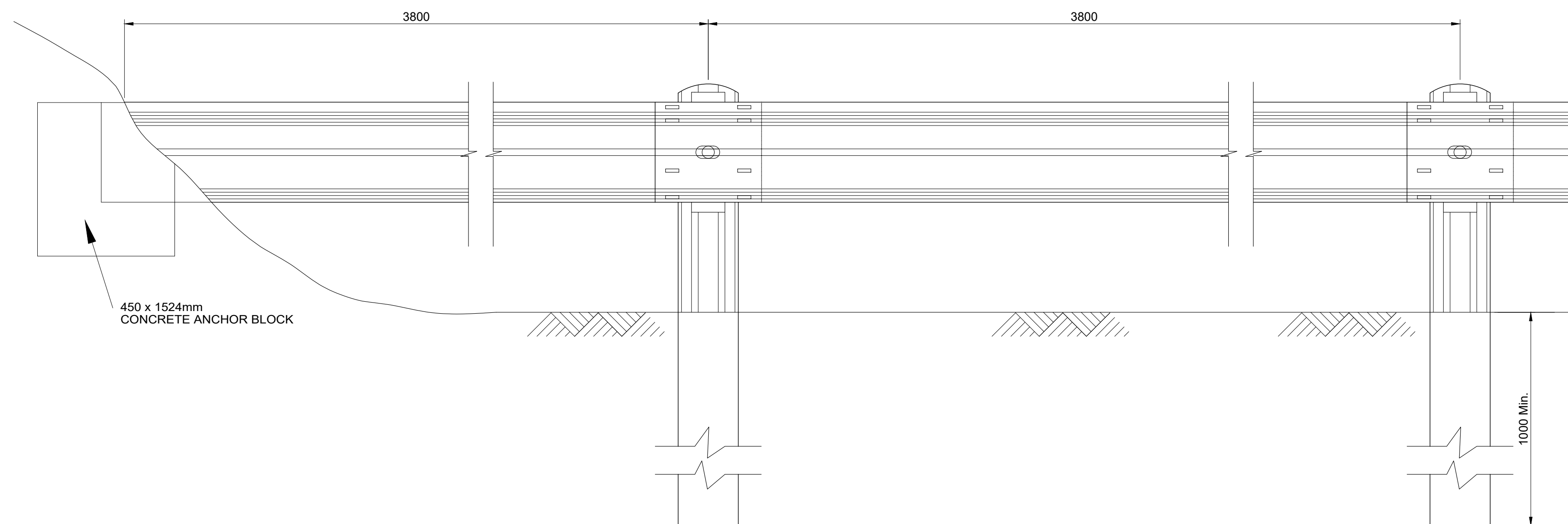


PLAN



75x45mm REINFORCING PLATE

1:5



PORTION OF GAURDRAIL ANCHORED IN WALL OF EXCAVATION OR SIDE OF FILLING

1. GUARDRAILS ARE REQUIRED IN THE FOLLOWING CASES:

- 1.1 WHERE THE FILL IS MORE THAN 4m WITH NO RECOVERY AREA.
- 1.2 WHERE WATER NEXT TO THE ROAD FORMATION IS DEEPER THAN 1.5m.
- 1.3 AT ALL BRIDGES.
- 1.4 ON THE OUTSIDE OF CURVES WITH RADII LESS THAN 300mm WITHOUT RECOVERY AREAS.
- 1.5 WHERE OBSTRUCTIONS ARE LESS THAN 1m FROM THE SHOULDER BREAKPOINT.
- 1.6 WHERE AN OBSTRUCTIONS APPEARS TO BE MORE DANGEROUS THAN WHAT A GUARDRAIL WOULD BE

2. BEFORE GUARDRAILS ARE ERECTED APPROVAL MUST BE OBTAINED FROM THE GENERAL MANAGER: ROADS AND STORMWATER.

3. SPECIFICATIONS:

- 3.1 BOLT : HIGH TENSILE STEEL 16mm
- 3.2 WASHER : STEEL SPRING 10mm THICK.
- 3.3 SPACERBLOCK : GUM OR PINE. THREADED WITH CREOSOTE ACCORDING TO ANY METHOD IN SABS 05.
- 3.4 POLE : 150mm TO 230mm GUM OR PINE THREADED WITH CREOSOTE ACCORDING TO ANY METHOD IN SABS 05.
- 3.5 ALL GUARDRAILS SHALL BE GALVANIZED AS SPECIFIED (NOT TO BE PAINTED).
4. ALSO REFER TO SECTION 611 OF THE STANDARD SPECIFICATION FOR MUNICIPAL CIVIL ENGINEERING WORKS.

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No.	AMENDMENTS	BY	APPROVED	DATE

APPROVED ON BEHALF OF THE CONSULTING ENGINEER
ENGINEER : _____
REG. No : _____
DATE : _____
SIGNATURE : _____

REFERENCE

DESIGNED

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REVIEWED

PROJECT ENGINEER

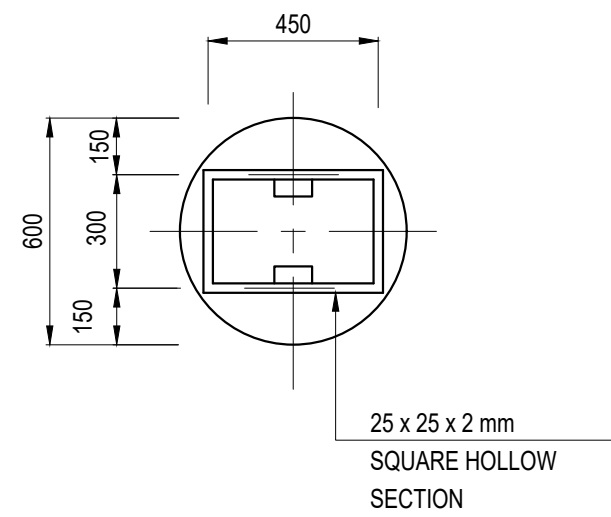
CONTRACT No:
**IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE
PROJECT IN WARD 04**

GUARD RAILING DETAILS

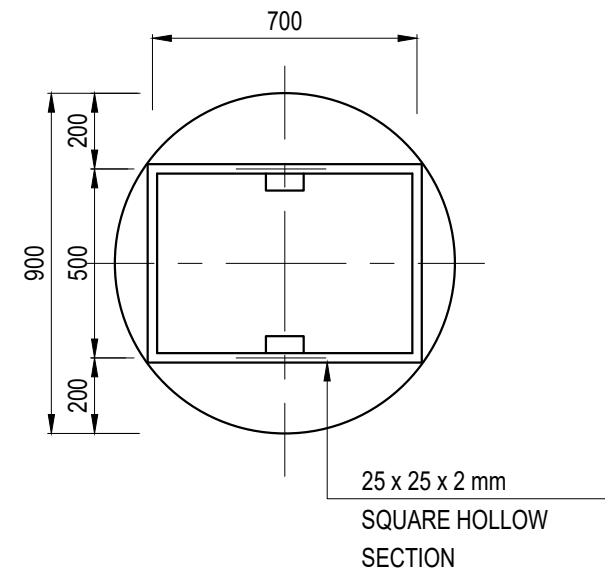
CONTRACT:
DATE:

DRAWING
ML/LET3/STD-07

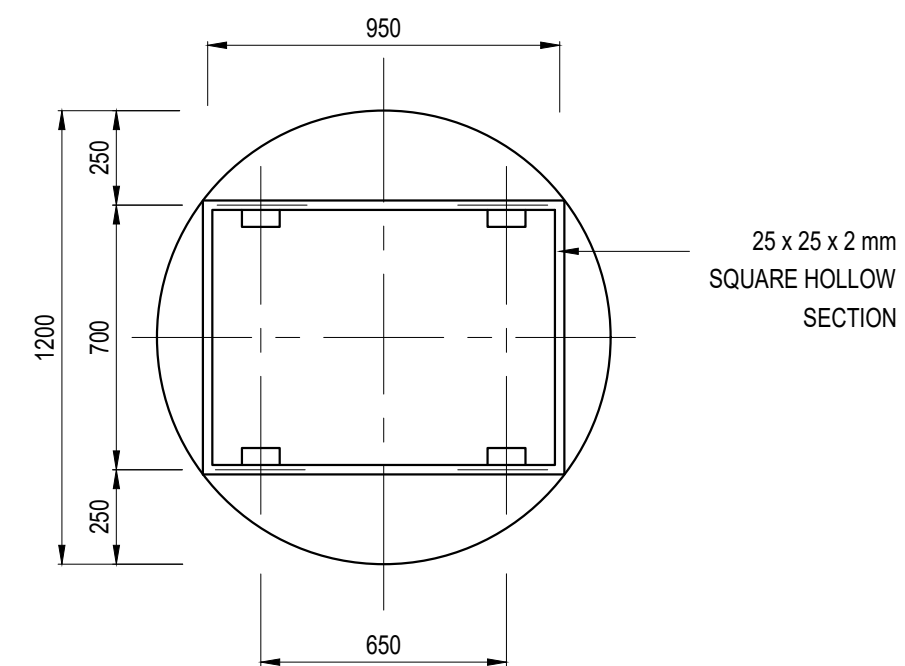
REVISION
△



SINGLE SUPPORT

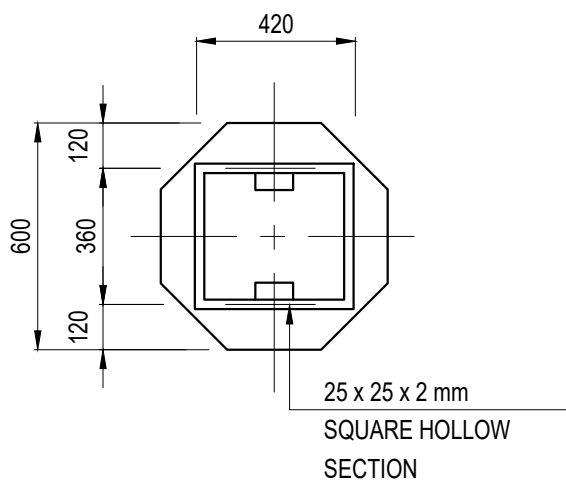


SINGLE SUPPORT
REINFORCEMENT FOR CIRCULAR ROAD SIGNS

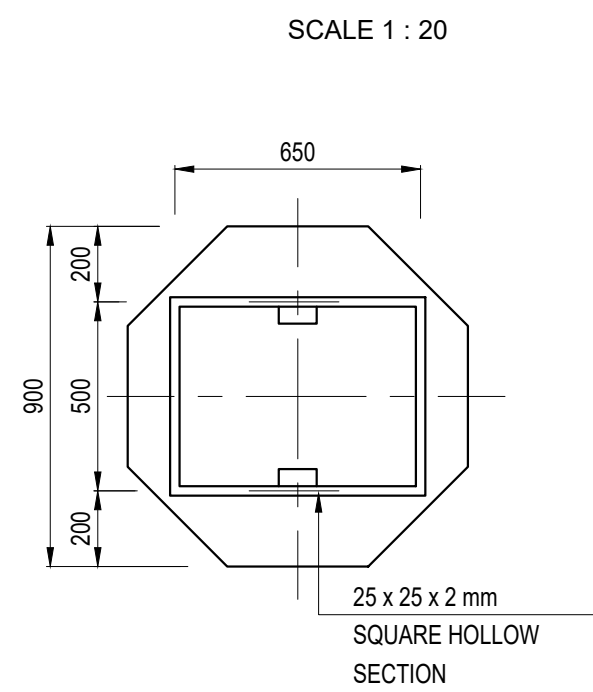


DOUBLE SUPPORT

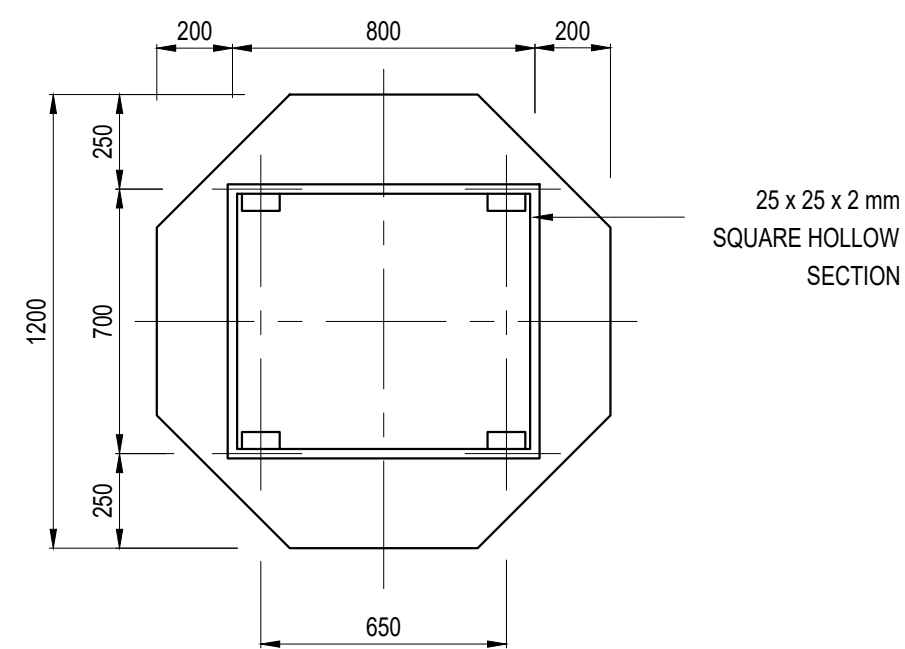
MINIMUM REGULATORY SIGN SIZES			
	OPERATING SPEED (km/h)		
	100 - 120	70 - 90	60
CIRCULAR SIGN DIAMETER (mm)	1200	900	600
RECTANGULAR SIGN WxH (mm)	1200 x 900	900 x 675	600 x 450
TRIANGULAR SIGN SIDE LENGTH (mm)	1500	1200	900



SINGLE SUPPORT



SINGLE SUPPORT
REINFORCEMENT FOR STOP SIGNS



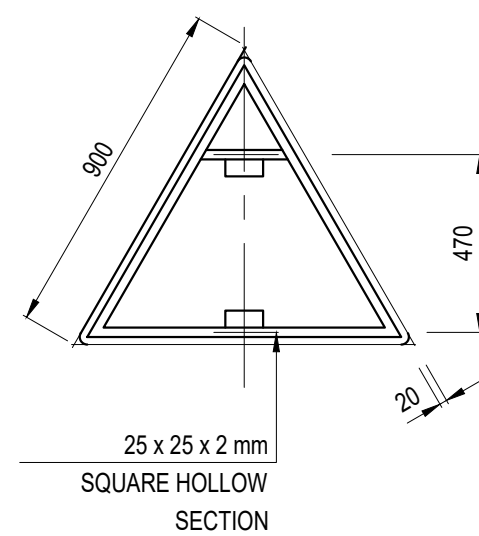
DOUBLE SUPPORT

ADVANCE WARNING SIGN LOCATION AND SIZE		
OPERATING SPEED (km/h)	LOCATION (DISTANCE FROM HAZARD) (m)	SIZE (mm)
120	330	1500
100	240	1500
80	160	1200
60	120	900

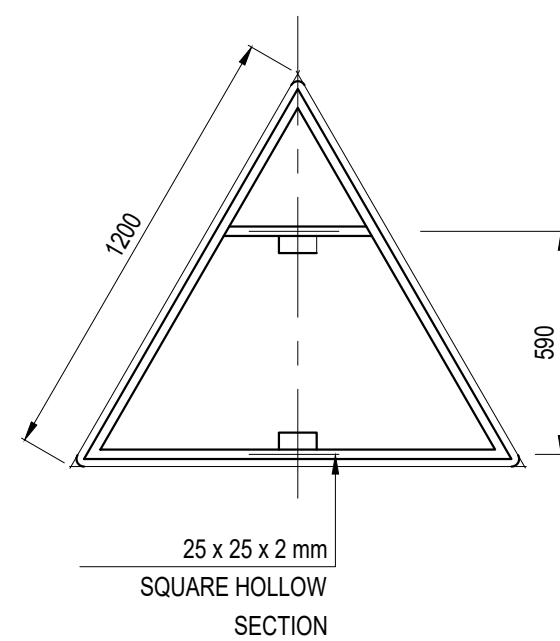
NOTES :

THE ROAD SIGN FACES SHALL BE MANUFACTURED AND ERECTED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS :

1. DETAILS ON THIS DRAWING ARE APPLICABLE TO ROAD SIGNS SMALLER THAN 1,5m² REQUIRING DOUBLE / SINGLE SUPPORTS.
2. STRUCTURAL STEEL SECTIONS SHALL BE MILD STEEL CONFORMING TO THE REQUIREMENTS OF SANS 1431, GRADE 300W. RECTANGULAR HOLLOW SECTION AND SPECIAL CHANNEL PROFILES MAY BE COLD FORMED OF COMMERCIAL QUALITY MILD STEEL. ALL SECTIONS SHALL BE HOT-DIP GALVANISED IN ACCORDANCE WITH THE REQUIREMENTS OF SANS 121 : 2000 (ISO 1461 : 1999).

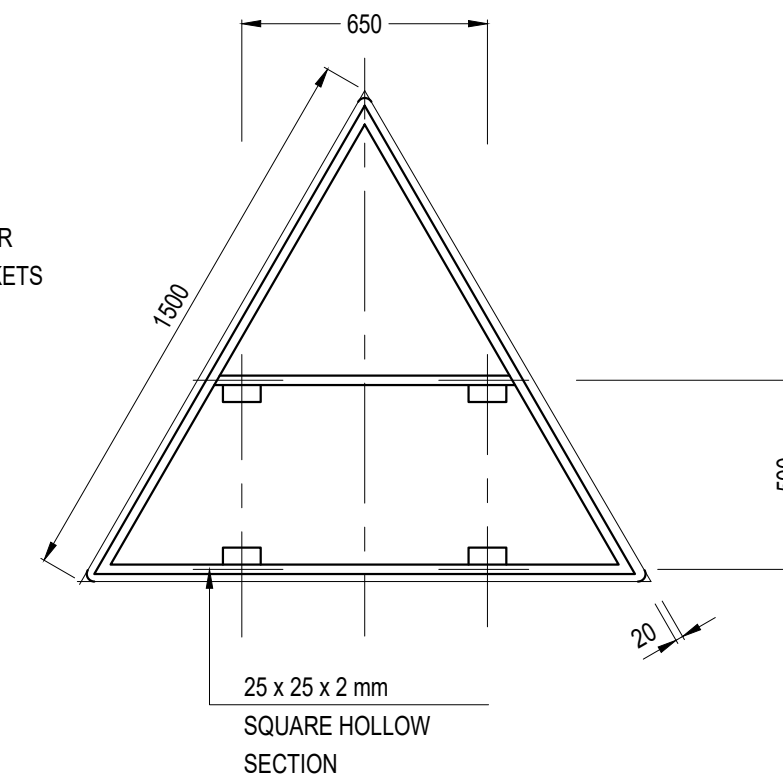


SINGLE SUPPORT



SINGLE SUPPORT

NOTE:
MINIMUM SIZE FOR
ERECTION BRACKETS
ON R/W SIGNS :
L 45 x 45 x 6
LENGTH : 100mm



DOUBLE SUPPORT

REINFORCEMENT FOR TRIANGULAR ROAD SIGNS

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CONTRACT No:
**IMPLEMENTATION OF LEBOTLWANE, THULARE BRIDGE
PROJECT IN WARD 04**
ROAD SIGNS DETAILS

CONTRACT: DATE: DRAWING: ML/LET3/STD-03 REVISION: 1