



BID DOCUMENT
BID NUMBER: MLM/W19/R&SW/P2/24-25

IMPLEMENTATION OF ROADS AND STORMWATER IN WARD 19
[PHASE 02]

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 Monday, 10 July 2024 at the Municipal Hall, in offices of the Moretele Local Municipality located at 4065 B, Mathibestad, Makapanstad 0404 NO LATE SUBMISSIONS WILL BE CONSIDERED	

Prepared For: Moretele Local Municipality 4065 B, Mathibestad Private Bag X367 MAKAPANSTAD 0404 Contact Name: Mr. P Molautsi or Ms. M Phenya Telephone: (012) 716 1347 or (012) 716 1414	Prepared by: Onboard Consulting Engineers & Project Managers 14 Blougom Street Noordwyk MIDRAND City of Johannesburg 1618 Contact Name: Mr. T.W Raseroka Telephone: 010 221 1705
EXPANDED PUBLIC WORKS PROGRAMME	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

MORETELE LOCAL MUNICIPALITY

Tender No. MLM/W19/R&SW/P2/24-25

For

IMPLEMENTATION OF ROADS AND STORMWATER IN WARD 19 [PHASE 02]

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of the document: Pages C1 – C130**

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Section Number and Heading

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The Contract

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2
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C3.2	Project Specifications	Blue
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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

T1: TENDERING PROCEDURES

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

MORETELE LOCAL MUNICIPALITY

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



Private Bag X367
Makapanstad
0404

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

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

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

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

No late BIDs will be accepted.

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

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

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



Mr S. Ngwenya
MUNICIPAL MANAGER

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T1.2 TENDER DATA

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

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

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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 (b) Drawings

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Clause Number	Data / Wording
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	(c) 'General Conditions of Contract for Construction Works, Third Edition, 2015' issued by the South African Institution of Civil Engineering (abbreviated title 'General Conditions of Contract 2015' – 'GCC 2015'). This document is obtainable separately and Tenderers shall obtain their own copy. (d) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition'. This document is obtainable separately and Tenderers shall obtain their own copy. (e) 'The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)'. These documents are obtainable separately and Tenderers shall obtain their own copies. (f) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 423 of 2019 as amended. In addition, Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations, and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.
C.1.4	The Employer's agent for the purpose of this tender is deemed to be the authorized and designated representative of the Employer: Name of the Firm: Onboard Consulting Engineers and Project Managers Contact Person: Mr. Thato Raseroka Tel: 010 221 1705 Fax: 086 613 7559 E-mail: admin@onboard-consulting.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.

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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."	
	Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, for a 5CE or higher class of construction work. Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires. Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, are not eligible to have their tenders evaluated. Joint Ventures are eligible to submit tenders provided that: a) every member of the joint venture is registered with the CIDB; b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status, and c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019.

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C.2.1.1	Only those bidders who satisfy the following eligibility criteria are eligible to submit bids: a. the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; b. the Tenderer does not have the legal capacity to enter into the contract; c. the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; d. The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; e. The Tenderer cannot demonstrate that he possesses the necessary
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Clause Number	Data / Wording
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	professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; f. f. The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
C.2.2	
C.2.2.1	The tenderer must be notified of all arithmetic errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of the rates / prices as corrected by the Employer's Agent without changing the tender amount / final offer.
C.2.2.2	Cost of Tender The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer or Employer's Agent for printing the documents
C.2.3	Check Documents Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.
C.2.4	Confidentiality and Copyright of Documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C.2.7	Seek Clarification The arrangements and venue for the compulsory Clarification Meeting are: Venue: Moretele Local Municipality, Municipal Hall, 4065 B, Mathibestad, Makapanstad 0404. Date: 27 June 2024 at 12:00 Hours Contact Person: Mr. Thato Raseroka Tel: 010 221 1705 Fax: 086 613 7559 Email: admin@onboard-consulting.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

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."	
C.2.13.1	Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data
C.2.13.2	Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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/W19/R&SW/P2/24-25 – IMPLEMENTATION OF ROADS AND STORMWATER IN WARD 19" 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/W19/R&SW/P2/24-25
C.2.13.7	Seal the original tender offer in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data. A two-envelope system will not be followed .
C.2.13.8	Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail and late tenders will be rejected by the Employer.

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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."	
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: 12:00 on Wednesday, 10 July 2024 The Moretele Local Municipality is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.
C.2.16	The tender offer validity period is ninety (90) days from the closing time for the submission of tenders.
C.2.18.2	Over and above the information resources stipulated in the evaluation criteria, the Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the 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.

T15

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C.2.25	Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person - - who is in the service of the state; or - if that person is not a natural person, of which any director, manager, principal shareholder or - stakeholder is a person in the service of the state; or - a person who is an advisor or consultant contracted with the Municipality. In the service of the state means to be - - a member of:- - any municipal council; - any provincial legislature; or - the National Assembly or the National Council of Provinces;
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Clause Number	Data / Wording
This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."	
	- a member of the board of directors of any municipal entity; - an official of any municipality or municipal entity; - an employee of any national or provincial department; - provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); - a member of the accounting authority of any national or provincial public entity; or - An employee of Parliament or a provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
C.3	The Employer's undertakings
C.3.1	Respond to requests from the tenderer The Employer will respond to requests for clarification received up to three (3) working days before the tender closing time
C.3.2	Issue Addenda Addenda will be issued until five (5) working days before the tender closing time.
C.3.5	The time and location for the opening of the tender offers are: Time: 12:00 on Wednesday, 10 July 2024 Location / Venue: Revenue Unit at the Finance Department of Moretele Local Municipality, 4065 B, Mathibestad, Makapanstad 0404
C.3.9	

T16

					
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C.3.9.1	Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3 for: - the gross misplacement of the decimal point in any unit rate; - omissions made in completing the pricing schedule or bills of quantities; or - arithmetic errors in line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.
	The arithmetical errors shall be corrected in the following manner: - Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. - If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. - Where there is an error in the total of the prices either as a result of other Corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above
C.3.11	Functionality, Price and Preference The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 4 Stages/ Phases
C.3.12	The procedure for the evaluation of responsive tenders is Functionality, Financial offer, Preference and Objective criteria) as explained in the CIDB's Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1). Breakdown points for Functionality points are outlined below. The procedure for the evaluation of responsive tenders is detailed as follows: Phase One: Responsiveness to the eligibility criteria, bid and mandatory requirements and rules. Tenderers that do not meet the compliance requirements stipulated above will be disqualified from further evaluation. Phase Two: Tenderers must meet the minimum requirements outlined in the functionality criteria and score at least the minimum functionality points to be considered for further evaluation. Tenderers which do not meet minimum functionality points of 70 will then be rejected. Phase Three: Bidders passing all stages above will thereafter be evaluated on PPPFA (80/20 or 90/10). Phase Four: Objective criteria and Risk analysis

T17


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

	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 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.
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T18

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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.

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

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

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

T19

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	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 <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #f2f2f2;"> <th style="width: 35%;">The specific goals allocated points in terms of this tender</th> <th style="width: 15%; background-color: #ff0000; color: white;">Number of points allocated (90/10 system) (To be completed by the organ of state)</th> <th style="width: 15%; background-color: #ff0000; color: white;">Number of points allocated (80/20 system) (To be completed by the organ of state)</th> <th style="width: 15%; background-color: #ff0000; color: white;">Number of points claimed (90/10 system) (To be completed by the tenderer)</th> <th style="width: 15%; background-color: #ff0000; color: white;">Number of points claimed (80/20 system) (To be completed by the tenderer)</th> </tr> </thead> <tbody> <tr> <td>HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) /black ownership</td> <td>--</td> <td>5</td> <td>--</td> <td></td> </tr> <tr> <td>Points for 51% Women's Equity</td> <td>--</td> <td>5</td> <td>--</td> <td></td> </tr> <tr> <td>Points for black person with Disability</td> <td>--</td> <td>2.5</td> <td>--</td> <td></td> </tr> <tr> <td>Points for 51% owned Youth firm</td> <td>--</td> <td>5</td> <td>--</td> <td></td> </tr> <tr> <td>Points for Locality (Contractors domiciled in the North West Province)</td> <td>--</td> <td>2.5</td> <td>--</td> <td></td> </tr> <tr> <td>Form not completed or submitted</td> <td>--</td> <td>0</td> <td>--</td> <td></td> </tr> </tbody> </table> 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.					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) /black ownership	--	5	--		Points for 51% Women's Equity	--	5	--		Points for black person with Disability	--	2.5	--		Points for 51% owned Youth firm	--	5	--		Points for Locality (Contractors domiciled in the North West Province)	--	2.5	--		Form not completed or submitted	--	0	--	
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)																																				
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Points for 51% owned Youth firm	--	5	--																																					
Points for Locality (Contractors domiciled in the North West Province)	--	2.5	--																																					
Form not completed or submitted	--	0	--																																					

T20

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

	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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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Evaluation Criteria		Scoring System		Maximum Score	Tenderer Score
1.	The tenderer shall attach evidence of implemented traceable projects. The experience of the Tenderer or joint venture partners in a consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work required for this project. 1. Tenderers to provide appointment letters, and 2. Corresponding completion certificates 3. Signed and stamped reference letters on a template provided by Moretele Local Municipality, Refer to annexure to “Form F” in T2.2. 4. Complete project experience. Refer to “Form F” in T2.2. Note: Completed reference forms shall be verified with the employer/client. Failure to submit the signed and stamped reference letter will result in forfeiture of all points for that particular project				
1.1	Company/ Entity’s work experience in Roads and Stormwater related Projects	Similar Tender Experience	40	40%	
8 Roads & Stormwater with a value of 5 million or more [5 points per Project]		40			
7 Roads & Stormwater with a value of 5 million or more [5 points per Project]		35			
6 Roads & Stormwater with a value of 5 million or more [5 points per Project]		30			
5 Roads & Stormwater with a value of 5 million or more [5 points per Project]		25			
4 Roads & Stormwater with a value of 5 million or more [5 points per Project]		20			
3 Roads & Stormwater with a value of 5 million or more [5 points per Project]		15			
2 Roads & Stormwater with a value of 5 million or more [5 points per Project]		10			
1 Roads & Stormwater with a value of 5 million or more [5 points per Project]		5			
No attachments		0			
2.	Financial References (Demonstrate financial capacity to execute the	2.1 Bank Rating	5	10%	
Bank rating of “A&B”		5			
Bank rating of “C”		3			
Bank rating of “D”		2			

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

	projects, by attaching a letter from the bank with their rating)	Bank rating of "E" & below	1		
		Bank Rating Letter not attached	0		
		2.2 Annual Financial Statement	5		
3.	Key Personnel Experience and qualification of Key Staff Note: Name/s of various employees occupying the positions below must be stated; certified copies (not older than 3 months) of qualifications must be attached in order to qualify for points.	3.1 Contract Manager	15	30%	
		a. BScEng/ BTechEng Civil Eng b. 5-10 years of relevant experience	15		
		a. NDipEng/ NTD Civil Eng b. 5-10 years of relevant experience	10		
		a. Certificate in Civil Engineering and b. 5-10 years relevant experience	5		
		3.2 Site Agent	10		
		a. NQF Level 5 Certificate/ N6 b. 5 years of relevant experience	10		
		a. NQF Level 5 Certificate/ N6 b. 3 years of relevant experience	5		
		3.3 Site Foreman	5		
		a. NQF level 5 b. 5 years of relevant experience	5		
		a. NQF level 3 b. 3 years of relevant experience	3		

Evaluation Criteria		Scoring System		Maximum Score	Tenderer Score
4.	Availability of Plant and Equipment necessary for construction	Plant and Equipment	20	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	5		
		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.**

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

TOTAL EVALUATION POINTS SCORE FOR QUALITY, TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON-RESPONSIVE		100%	
SPECIFIED GOALS ALLOCATION TABLE	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) / Black ownership	5	
	Points for 51% Women's Equity	5	
	Points for black person with Disability	2.5	
	Points for 51% owned Youth firm	5	
	Points for Locality (Contractors domiciled in the North West Province)	2.5	
	Form not completed or submitted	0	
	TOTAL EVALUATION POINTS SCORE FOR SPECIFIED GOALS	20	
C.3.13.1	The legal requirements for acceptance of the tender offer are: Tender Defaulters Register - the Tenderer or any of its principals is <u>not</u> listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. Abuse of the SCM System - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract. Declaration - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State. Fraud and Corruption - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria: - having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; - having acted in a fraudulent or corrupt manner in obtaining this Contract; - having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour; - having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be		

	submitted by either party; (v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.
C.3.18	The number of paper copies of the signed contract to be provided by the Employer is one (1) .

T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

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

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

A	Certificate of Attendance at Clarification Meeting	T23
B	Record of Addenda to Tender Documents	T24
C	Certificate of Authority (On Company Letterhead)	T25
D	Compulsory Enterprise Questionnaire	T30
E	Plant and Equipment	T31
F	Experience of Tenderer (Schedule of Work Satisfactorily Carried out by Tenderer)	T32
G	Evaluation Schedule: Experience on Previous Project References)	T33
H	Proposed Subcontractors	T39
I	Key Personnel (Schedule)	T40
J	Deviations and Qualifications	T42
K	Contractor's Health and Safety Declaration	T43
L	Tenderer's BBBEE Verification Certificate	T45
M	Schedule of Alternative Tenders	T46
N	Tender's Participation in Job Creation Using Local Labour	T47
O	Tenderer's Banking Details and Rating	T48
P	Municipal Account for The Business / Directors Not Owing for More Than 90 Days or Municipal Account from Private Provider or Statement of Account from Landlord with Valid Lease Agreement.	T49
Q	CIDB Registration Certificate	T50
R	Proof of Registration of Bidder and Certified ID Copies of Owners/Directors/Shareholders	T51
S	Compliant CSD Report	T52
T	Letter of Good Standing with the Compensation for Occupational Injuries and Diseases	T53

T25

					
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

U	MBD 4: Declaration of Interest	T54
V	MBD 5: Declaration for Procurement Above R10 Million (VAT Included)	T57
W	MBD 6.1 Preference Points Claim Form in Terms of The Preferential Procurement	T58
X	MBD 7.2: Contract Form – Rendering Services	T62
Y	MBD 8: Declaration of Bidder's Past Supply Chain Management Practices	T64
Z	MBD 9: Certificate of Independent Bid Determination	T66
AA	Preliminary Construction Programme (and Monthly Cashflow)	C72

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

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

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

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

T26

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

T27

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Please attach all Addenda to this page

SIGNATURE:

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C. CERTIFICATE OF AUTHORITY

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

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

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

(I) CERTIFICATE FOR SOLE PROPRIETOR

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

Specimen Signature of Sole Owner:

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

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

Signatures of Members:

NAME	ADDRESS	SIGNATURE	DATE

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

Specimen Signature of Signatory:

Date:

(III) CERTIFICATE FOR PARTNERSHIP

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

.....

hereby authorise Mr/Ms

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

NAME	ADDRESS	SIGNATURE	DATE

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

Specimen Signature of Signatory:

Date:

(IV) CERTIFICATE FOR COMPANY

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

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

Signature of Chairman:

Specimen Signature of Signatory:

Date:

(V) CERTIFICATE FOR JOINT VENTURE

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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

.....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.*

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:

--

Employer

--

Witness 1

--

Witness 2

--

Contractor

--

Witness 1

--

Witness 2

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	Identity number*	Personal income tax number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

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

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

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

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

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

- i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii)
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterprise Name			

E. PLANT AND EQUIPMENT

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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

F. EXPERIENCE OF TENDERER

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

[illegible]

Attach additional pages if more space is required

Witness 2

SIGNATURE:

DATE:

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

G. EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECT REFERENCES

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

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

PROJECT NAME 1:

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

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

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

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

.....

Client Contact Person: Telephone:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

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

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

by a form

FORM 2. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

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

PROJECT NAME 2:

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

Name of
Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

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

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

.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

by a form

Client Contact Person: Telephone:

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

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

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

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

PROJECT NAME 3:

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

Name of
Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
CLIENT STAMP		

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

by a form

Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

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

Client Contact Person: Telephone:

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

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

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

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

PROJECT NAME 4:

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

Name of
Client:.....

Name of the Contractor:

Tender Amount (VAT included)

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

by a form

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

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

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

Client Contact Person: Telephone:

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

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

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

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

--	--	--

CLIENT STAMP

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

by a form

PROJECT NAME 5:

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

Name of
Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

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

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

Client Contact Person: Telephone:

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

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

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

by a form

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

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

PROJECT NAME 6:

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

Name of
Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

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

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

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

by a form

Client Contact Person: Telephone:

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

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

CLIENT STAMP

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

H. PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work under this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with the requirements of the contract for such appointments.

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

[illegible]

Witness 2

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

I. KEY PERSONNEL

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Attach additional pages if more space is required

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

DATE:

CURRICULUM VITAE OF KEY PERSONNEL

[Curriculum Vitae of key personnel to be attached]

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number (If applicable):		
Name of Employer (Enterprise):		
Current Position:		Number of Years with Enterprise:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Construction Industry:</u>		

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

J. DEVIATIONS AND QUALIFICATIONS

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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

K. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the 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

- 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.
- 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.
- I propose to achieve compliance with the Regulations by one of the following:
 - From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**
(* = delete whatever is not applicable)
- 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.*

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

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

.....

.....

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.

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

SIGNATURE:

DATE:

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

L. TENDERER'S BBBEE 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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- h. The category (Generic, QSE, Exempt) in which the tenderer has been measured.
 - i. The B-BBEE status level.
 - j. The South African National Accreditation System (SANAS) or Independent Regulatory Board of Auditors (IRBA) logo on the verification certificate once verification agencies have been accredited.
 - k. The B-BBEE procurement recognition level.
 - l. The score achieved per B-BBEE element.
 - m. The % black shareholding.
 - n. The % black women shareholding.
 - o. The % black persons with disabilities
 - p. The value added status of the tenderer.
5. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format

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

M. SCHEDULE OF ALTERNATIVE TENDERS

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

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

SECTION	PAGE	ALTERNATIVE OFFER, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SIGNATURE:

DATE:

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

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

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

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

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

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

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

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

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:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

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

Name:

Duly authorized to sign on behalf of:

SIGNATURE: DATE:

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

O. TENDERER'S BANKING DETAILS

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

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

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

BANK NAME:	
ACCOUNT NAME: (e.g. ABC Civil Construction cc)	
ACCOUNT TYPE: (e.g. Savings, Cheque etc)	
ACCOUNT NO:	
ADDRESS OF BANK:	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

SIGNATURE:

DATE:

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

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

Submit the following:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Q. CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

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

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Expiry Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

R. PROOF OF REGISTRATION OF THE BIDDER

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

S. CSD SUMMARY REPORT

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

Name of Contractor:

Central Supplier Database Supplier Number:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

Notes to tenderer:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

U. MBD 4: DECLARATION OF INTEREST

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.
.....

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

(a) a member of –

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

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

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

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

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

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

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

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

3.

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

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

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

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

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

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

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

Full Name	Identity Number	State Employee Number
-----------	-----------------	-----------------------

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

.....
Signature

.....
Date

.....
Name of Bidder

.....
Capacity of Signatory

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

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

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

YES/NO

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

.....

.....

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

YES / NO

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

.....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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)

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

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

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

1. GENERAL CONDITIONS

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

- 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 gals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- 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:

$$-) \quad \begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_t - P_{min} \square & P_t - P_{min} \square & P_s = 80 (1 - \frac{P_t - P_{min} \square}{P_{min} \square}) \text{ or } P_s = 90 (1 - \frac{P_t - P_{min} \square}{P_{min} \square}) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 (1 + \frac{P_t - P_{max} \square}{P_{max} \square}) & \text{or} & P_s = 90 (1 + \frac{P_t - P_{max} \square}{P_{max} \square}) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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	--	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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.

SURNAME AND NAME: DATE:	 SIGNATURE(S) OF TENDERER(S)
-------------------------------	--

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	ADDRESS:
X. MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES	

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

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

1. I hereby undertake to render services described in the attached bidding documents to **Moretele Local Municipality** in accordance with the requirements and task directives/proposals specifications stipulated in **Bid Number MLM/W19/R&SW/P2/24-25** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
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.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

Employer

Witness 1

Witness 2

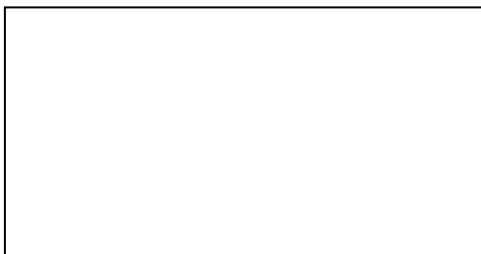
Contractor

Witness 1

Witness 2

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:

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

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

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 ☐

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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:		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Z. MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a 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/W19/R&SW/P2/24-25 IMPLEMENTATION OF INTERNAL ROADS AND STORMWATER IN
WARD 19 [PHASE 02]**

.....
(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.

.....
Employer

.....
Witness 1

.....
Witness 2

.....
Contractor

.....
Witness 1

.....
Witness 2

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.

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and/or such tenderers may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Full name of Signatory

.....
Capacity of Signatory

.....
Employer

.....
Witness 1

.....
Witness 2

.....
Contractor

.....
Witness 1

.....
Witness 2

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C1

CONTRACT

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C1.2.1: CONDITIONS OF CONTRACT	C9	Yellow
C1.2.2: PART A: DATA PROVIDED BY THE EMPLOYER	C11	Yellow
PART B: DATA PROVIDED BY THE CONTRACTOR	C19	Yellow
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C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993	C24	White
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C4: SITE INFORMATION		
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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C2

C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

Tender No. MLM/W19/R&SW/P2/24-25: IMPLEMENTATION OF ROADS AND STORMWATER IN WARD 19 [PHASE 02]

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:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C3

.....
Telephone number: Fax number:

Witness:

Signature:

Name: (in capitals):

Date:

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

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.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

D. FOR THE TENDERER:

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

E. CONFIRMATION OF RECEIPT

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

of (month)

20..... (year)

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

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

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

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

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

C1.2.1.2.2 AMENDMENTS TO THE GCC 2015

SCC 1.1 Definitions

Add the following to the end of subclause 1.1:

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

SCC 4.1.1 Extent of Contractor's obligations

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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

SCC 6.8.2 Application of Contract Price Adjustment Factor

Add the following to the end of subclause 6.8.2:

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

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

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

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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

PART A: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

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

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

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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause 1.1.1.14:	<i>Add the following to the end of this definition:</i> 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>Six (6) months</u> from the Commencement date, including non-working days, and special non-working days.
Clause 1.1.1.15:	Name of Employer: Moretele Local Municipality is represented by: The Municipal Manager
Clause 1.1.1.16:	Employer's Agent means any Director, Associate or Professional Engineer/


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	Technologist appointed generally or specifically by the management of the Employer to fulfil the functions of the Employer's Agent in terms of the Conditions of the Contract. Name of Employer's Agent: Onboard Consulting Engineers and Project Manager Mr. Thato Raseroka
Clause 1.2.1.2:	Address of Employer's Agent: 14 Blougom Street Noordwyk MIDRAND City of Johannesburg 1618
Clause 1.1.1.26	The Pricing Strategy is Re-measurement Contract
Clause 1.2.1 ;	<i>Add the following to the clause:</i> 1.2.1.3 Sent by facsimile, electronic, or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.
Clause 1.2.1.2:	The address of the Employer is: Moretele Local Municipality 4065 B, Mathibestad, Makapanstad 0404 Private Bag X 367 Makapanstad 0404
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.
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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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations,
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REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	2003, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.
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.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

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> The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 5.4.2:	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.
Clause 5.6.1:	<i>Add the following to the clause:</i> In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and 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.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

	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 5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	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

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
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REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) which is included in Part C1.3 of this document. This approval or otherwise shall be based upon legal opinion to be provided by the Employer's Agent.
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 <u>North West</u> for the area of <u>Moretele Local Municipality</u>. The base month is the month prior to the month in which the closing date for the tender falls.
Clause 6.8.3:	Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".
Clause 6.8.4:	In line 8 delete the words "between the Employer and the Contractor".
Clause 10.1.5:	The percentage advance on materials not yet built into the Permanent Works is 80%. The percentage advance on plant not yet supplied to site is 0%.
Clause 6.10.3:	The percentage retention on the amounts due to the Contractor is 10%. The limit of retention money is 5% of the first One Million Rand plus 1.6% of the remaining amount of the tender offer excluding contract price adjustment, contingencies and VAT. A Retention Money Guarantee is permitted.
Clause 6.10.4:	In line 4 delete the word "said" and insert the word "correct".
Clause 6.10.9:	<i>Replace the first sentence of the clause with the following:</i> Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer (Employer's Agent) a final statement claiming final statement of all moneys due to him for additional work ordered by the Employer's Agent after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 58, and not yet resolved) plus the remainder of retention monies (subject to Clause 49.5.1) retained by the Employer.
Clause 8.6.1.2:	The value of materials supplied by the Employer to be included in the insurance sum is <u>nil</u> . Special Risks Insurance issued by SASRIA is required.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

Clause 8.6.1.3:	The limit of indemnity for liability insurance is R5 000 000 per event, the number of events being unlimited. Liability insurance shall include a spread of fire risk.
Clause 8.6.1.1.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <u>R100 000.00 (one hundred thousand Rands only)</u> .
Clause 6.11.1.3:	Delete "15 %" and replace it with "25%".
Clause 10.4.2, 10.7.1:	Failing Amicable Settlement, unresolved Disputes shall be referred to Arbitration.
E1003 Refer to Part C3: Scope of Works, section C3.3 Particular	CONTRACT PARTICIAPATION Requirements in terms of the Reconstruction Development Programme. Target Values

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


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 %

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

6. Clause 6.8.3:	PAYMENT AND RELATED MATTERS The Tenderer shall complete Table 1 below with respect to each of the special materials listed. This information shall be used to calculate the variation in cost of the special materials. The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price to be provided by the Tenderer is the ruling price on the first of the month prior to the month in which the closing date for the Tender falls. Table 1 <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>Bitumen (Engen)</td> <td>each</td> <td>.....</td> </tr> <tr> <td>Bitumen (Shell/BP)</td> <td>each</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	Bitumen (Engen)	each		Bitumen (Shell/BP)	each	
SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH								
Bitumen (Engen)	each									
Bitumen (Shell/BP)	each									

Clause 6.2.1: The security to be provided by the Contractor shall be one of the following:	<table border="1"> <thead> <tr> <th>Type of security</th> <th>Contractor's choice (Indicate "Yes" or "No")</th> </tr> </thead> <tbody> <tr> <td>Cash deposit of 10 % of the Contract Sum.</td> <td></td> </tr> <tr> <td>Fixed Performance Guarantee of 10 % of the Contract Sum.</td> <td></td> </tr> <tr> <td>Retention of 10% of the value of the Works.</td> <td></td> </tr> <tr> <td>Cash deposit of 5% of the Contract Sum plus the retention of 5% of the value of the Works.</td> <td></td> </tr> <tr> <td>Fixed Performance guarantee of 5% of the Contract Sum plus the retention of 5% of the value of the Works.</td> <td></td> </tr> </tbody> </table>	Type of security	Contractor's choice (Indicate "Yes" or "No")	Cash deposit of 10 % of the Contract Sum.		Fixed Performance Guarantee of 10 % of the Contract Sum.		Retention of 10% of the value of the Works.		Cash deposit of 5% of the Contract Sum plus the retention of 5% of the value of the Works.		Fixed Performance guarantee of 5% of the Contract Sum plus the retention of 5% of the value of the Works.	
Type of security	Contractor's choice (Indicate "Yes" or "No")												
Cash deposit of 10 % of the Contract Sum.													
Fixed Performance Guarantee of 10 % of the Contract Sum.													
Retention of 10% of the value of the Works.													
Cash deposit of 5% of the Contract Sum plus the retention of 5% of the value of the Works.													
Fixed Performance guarantee of 5% of the Contract Sum plus the retention of 5% of the value of the Works.													

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.3: PERFORMANCE GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means:

“Contractor” means:

“Engineer” means:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

“Works” means:

“Site” means:

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

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

Amount in words:

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

Amount in words:

“Expiry Date” means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

- 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.
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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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 THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

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

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

.....

..... 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/W19/R&SW/P2/24-25: IMPLEMENTATION OF ROADS AND STORMWATER IN WARD 19 [PHASE 02]

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.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

2. The Engineer's certificate referred to in Clause 1 shall certify
 - (a) that he is the Engineer in office as such in terms of the Contract,
 - (b) that the Contractor is in breach of his obligations under the Contract, and (c) that the amount demanded, which amount the certificate shall specify,
 - (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
 - (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.
3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at 172 Burger Street, Pietermaritzburg or at such other address as the Employer shall in writing notify us.
4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
5. Our aggregate liability under this guarantee is limited to R
6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

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					

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

Witnessed by: **Date:**

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. GENERAL

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

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

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

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

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

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

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

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

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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

3. QUANTITIES REFLECTED IN THE SCHEDULE

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

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

4. PROVISIONAL SUMS

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

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

5. PRICING OF THE SCHEDULE OF QUANTITIES

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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

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

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

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

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

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

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

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

6. CORRECTION OF ENTRIES

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

7. INTERIM PAYMENTS

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

A tender will be considered out of balance if:

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

B13.01 The contractor's general obligations:

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

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

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

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

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2

C2.2. SCHEDULE OF QUANTITIES

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SECTION:1200[illegible]

Witness 2

B12.10	Handling cost and profit in respect of B12.09	%	31 000,00		
B12.11	Supply and erect of the construction name board (Dwg: ONB21/2024/NB)	No	1,0		
TOTAL CARRIED FORWARD					

SECTION:1200					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
TOTAL BROUGHT FORWARD					
B12.12	Relocating of existing services by others Nominated by the Engineer	Prov Sum			50 000,00
B12.13	Handling cost and profit in respect of B12.12	%	50 000,00		
B12.15	Removal and relocation of services by Contractor				
B12.16	Water Pipeline Supply, Excavate, Lay, Bed, Test and Backfill water pipelines to 1.2m depth (all fittings included) (a) uPVC Pipe up to class 9 (i) 200mm dia. (ii) 160mm dia. (iii) 75mm dia. (iii) 25mm dia. (iii) 20mm dia.	m m m m m	50,0 50,0 50,0 50,0 50,0		
B12.17	Repair of existing leaking standpipes	No	3,0		
B12.18	Relocation of existing fencing (Height less than 2.6m)				
	(i) Dimond wire mesh	m	250,0		
	(ii) Brick wall	m	40,0		
	(iii) Stone wall	m			Rate Only
	(iv) Palisade fensing (steel)	m			Rate Only

Witness 2

B12.19	Relocation of contractual bench marks	No	5,0		
B12.20	Penalties for non-attendance of any project meeting (site meeting, monthly progress meeting, etc.)	No		-20 000,00	Rate Only
B12.21	Penalties for non-compliance with OHS standards	Hr		-15 000,00	Rate Only
B12.22	Penalties for non-submission of any documentation	Day		-20 000,00	Rate Only
B12.23	Penalties for delays in carrying out site instructions	Day		-30 000,00	Rate Only
B12.24	Penalties for non-payment of municipal charges	Day		-5 000,00	Rate Only
B12.25	Penalties for non-payment of labour(s)	Day		-40 000,00	Rate Only
B12.26	Penalties for non payment of any sub contractors	Day		-40 000,00	Rate Only
TOTAL CARRIED FORWARD					

SECTION:1200					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
TOTAL BROUGHT FORWARD					
B12.27	Penalties for non-compliance with regard to item B13.01 (e)	Day		-15 000,00	Rate Only
B12.28	Penalties for non-compliance with regard to any item under Section 14:00	Day		-10 000,00	Rate Only
B12.29	Penalties for non-compliance with regard to B12.09	Day		-10 000,00	Rate Only
B12.30	Penalty for serious environmental violations:				
	(a) Hazardous chemical/oil spill and/or dumping in non- approved sites.	No		-10 000,00	Rate Only
	(b) General damages to sensitive environments	No		-5 000,00	Rate Only
	(c) Damage to cultural and historical sites	No		-5 000,00	Rate Only
	(d) Pollution of water sources	No		-10 000,00	Rate Only
	(e) Unauthorized blasting activities	No		-5 000,00	Rate Only
	(f) Uncontrolled/unmanaged erosion (depending on environmental impacts, plus rehabilitation at contractor's costs)	No		-1 000,00	Rate Only

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B12.31	(g) Damage to sensitive vegetation within "no-go" areas (depending on vegetation damaged, plus rehabilitation thereof at contractor's costs)	No		-5 000,00	Rate Only
		No		-5 000,00	Rate Only
	(h) Failure to rehabilitate the borrow pit upon completion of the works.	Day		-30 000,00	Rate Only
	Penalty for less serious environmental violations:				
	(a) Littering on site	No		-2 000,00	Rate Only
	(b) Lighting of illegal fires on site	No		-2 000,00	Rate Only
	(c) Persistent or unrepaired fuel and oil leaks	No		-3 000,00	Rate Only
	(d) Any person related to the Contractor's operations found within the designated "no-go" areas	No		-2 000,00	Rate Only
	(e) Any vehicles or equipment related to the contractor's operations found within the designated no-go areas.	No		-4 000,00	Rate Only
	(f) Excess dust or excess noise emanating from site	No		-3 000,00	Rate Only
	(g) Dumping of milled material in side drains or on grassed areas.	No		-4 000,00	Rate Only
	(h) Possession or use of intoxicating substances on site.	No		-2 000,00	Rate Only
	(i) Any vehicles being driven in excess of designated speed limits	No		-800,00	Rate Only
TOTAL CARRIED FORWARD					

SECTION:1200					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
TOTAL BROUGHT FORWARD					
B12.32	(j) Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife. (k) Illegal hunting	No		-5 000,00	Rate Only
	Training	No		-3 000,00	Rate Only
	(a) Engineering Skills	Prov Sum			35 000,00

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	(b) EPWP Skills training	Prov Sum			35 000,00
	(c) Entrepreneurial Skills	Prov			10 000,00
	(d) Training venue	Prov.			10 000,00
	(e) Remuneration of workers undergoing training	Prov. Sum			10 000,00
B12.33	Handling cost and profit in respect of B12.34	%	100 000,00		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	SECTION: 1300	
					AMOUNT	
					R	C
13,00	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS					

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B13.01	Contractor's general obligations				
	(a) Fixed obligations	—	Lump	Sum	
	(b) Value-related obligations	—	Lump	Sum	
	(c) Time-related obligations	month	6,0		
	(d) Compliance with OHS Act Regulations [COVID-19 Included]	month	6,0		
	(e) Compliance with OHS Act Regulations, Construction Regulation 7(8)	Prov. Sum			50 000,00
	Handling cost and profit in respect of B13.01 (e)	%	50 000,00		
	(f) Health and Safety Audits Conducted by Independent OHS Consultant nominated by the Engineer	Prov. Sum			240 000,00
	Handling cost and profit in respect of B13.01 (e)	%	240 000,00		
	<i>N.B. The combined total tendered for items B13.01 (a), (b) and (c) shall not exceed 15% of the total for the tendered sum, excluding VAT</i>				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 1400					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
14,00	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL				
14,01	Offices and laboratory accommodation				
	(a) Offices (interior floor space only)	m²	30,0		
	(e) Ablution units (interior floor space only)	m²	4,0		
	(f) Stores	m²	15,0		
14,02	Offices and laboratory furniture's				
	(a) Chairs	No.	8,0		
	(d) Desks, complete with drawers and locks	No.	3,0		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B14.03	(f) Conference tables	No.	1,0		
	Office and laboratory fittings, installation and equipment				
	(a) Items measured by number:				
	(viii) Extractor fans installed complete with own power connection	No.	6,0		
	(x) Fire extinguishers, 9.0 kg, all purpose dry powder type, complete, mounted on wall with brackets	No.	2,0		
	(xi) Air Conditioning units with 2,2 kW minimum capacity, mounted with own power connection	No.	2,0		
	(xii) Heater, space-heating type, minimum capacity 1,5 kW	No.	2,0		
	(xiv) General-purpose steel cupboards with shelves	No	2,0		
	(xvi) Supply Survey equipment	Prov. Sum			10 000,00
	(xvii) Handling costs and profit in respect of subitem B14.03 (xvii)	%	10 000,0		
	(b) Prime-cost items				
	Items paid for in a lump sum:				
	(v) The provision of a fax and printing apparatus as specified or directed by the Engineer	Prov. Sum			25 000,00
	(vi) Handling cost and profit in respect of subitem 14.03(b)(v) above	%	25 000,0		
	(vii) The provision of 400/231 volt 3-phase electrical power installation, including all wiring, switchboards mains connections, etc.	Lump Sum			30 000,00
TOTAL CARRIED FORWARD					

SECTION:1400					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
TOTAL BROUGHT FORWARD					

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

14,07	Rented, hotel and other accommodation				
	(a) Provisional sum for providing rented housing, hotel or other accommodation as described in subclause 14.03 (c) (ii)	Prov. Sum			40 000,00
	(b) Handling cost and profit in respect of subitem 14.07(a) above	%	40 000,00		
14,08	Services:				
	(a) Services at offices and laboratories:				
	(i) Fixed costs	L. Sum			10 000,00
	(ii) Running costs	month	6		
14,10	Provision of Photostat facilities	month	6		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

TOTAL CARRIED FORWARD TO SUMMARY

SECTION: 1500					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
15,00	ACCOMMODATION OF TRAFFIC				
15,01	Accommodating Traffic and Maintaining Temporary Deviations	km	1,4		
15,02	Earthworks for Temporary Deviations				
	(a) Shaping of Temporary Deviations	km	1,4		
	(a) Cut and Borrow to Fill	m³	100,0		
	(a) Cut to Spoil	m³	50,0		
B15,03	Temporary traffic-control				
	(a) Flagmen	man-day			Rate Only
	(b) Portable STOP and GO-RY signs	No.			Rate Only
	(c) Temporary traffic-control signal as specified	No.			Rate Only
	(d) Amber flicker lights	No.	2		
	(e) Road signs, R- and TR-series (i) 900mm diameter	No	10		
	(g) Road signs, STW-, DTG-, TGS- and TG- series (Excluding delineators and barricades)	m²	10		
	(h) Delineators (TWW 401 and TW 402)				
	(i) Single (800mm x 200mm)	No	10		
	(ii) Mountable back to back (800mm x 200mm)	No	10		
	(i) Movable barricades/road sign combination	No.	10		
	(j) Traffic-cones	No.	20		
	(k) Single guardrails attached to posts	m			Rate Only
	(l) Movable barriers				
	(a) Amcor plastic type	m			Rate Only
	(m) Two-way communication devices	No.			Rate Only

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

15,06	Watering of temporary deviations	kℓ	1 000		
15/22.13	Removing and re-laying existing pipes On class A Bedding				
	(i) up to 1200dia 100D	m	20		Rate Only
15/22.30/ 22,05	Dewatering and keeping dry of culvert excavations	m	20		
TOTAL CARRIED FORWARD TO SUMMARY					

						SECTION: 1700
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					R	C
17,00	CLEARING AND GRUBBING					
B17.01	Clearing and grubbing of					
	(a) Normal areas					
	(i) Within the road reserve	ha	1,2			
	(ii) Outside the road reserve	ha	0,5			
	(b) Existing fill embankments with Slopes steeper than 1:4	ha	0,5			
17,02	Removal and grubbing of large trees and tree stumps					
	(a) Girth exceeding 1m up to and including 2m	No	2,0			
	(b) Girth exceeding 2m up to including 3m	No	2,0			

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	(c) Girth larger than 3m up to and including 4m	No	1,0		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION: 1800					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
18,00	DAYWORKS				
18,01	Personnel during normal working hours				
	(a) Unskilled labour	hour	10,0		
	(b) Semi-skilled labour	hour	10,0		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B18.02	(c) Skilled Labour	hour	10,0		
	(d) Foreman - Section Leader	hour	10,0		
	(e) Flagman	hour	10,0		
	(f) Operator	hour	10,0		
	Personnel outside normal working hours				
	(a) Outside normal working hours and Saturdays:				
	(i) Unskilled labour	hour	10,0		
	(ii) Semi-skilled labour	hour	10,0		
	(iii) Skilled Labour	hour	10,0		
	(iv) Foreman - Section Leader	hour	10,0		
	(v) Flagman	hour	10,0		
	(vi) Operator	hour	10,0		
	(b) Sunday and Public holidays:				
	(i) Unskilled labour	hour	10,0		
	(ii) Semi-skilled labour	hour	10,0		
	(iii) Skilled Labour	hour	10,0		
	(iv) Foreman - Section Leader	hour	10,0		
	(v) Flagman	hour	10,0		
	(vi) Operator	hour	10,0		
TOTAL CARRIED FORWARD					

SECTION: 1800

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
TOTAL BROUGHT FORWARD					
B18.03	Plant:				
	(a) Tipper Trucks				
	(i) 6m3 capacity	hour	10,0		
	(ii) 10m3 capacity	hour	10,0		
	(c) TLB	hour	10,0		
	(e) Pneumatic Roller (10 to 25 tons)	hour	10,0		
	(f) Front End Loader	hour	10,0		
	(g) Air Compressors and equipment	hour	10,0		
	(h) Tractor and attached mower	hour	10,0		
	(k) Pedestrian roller (bomag 120 or similar)	hour	10,0		
B18.04	Materials:				
	(a) Procurement of materials	Prov %	Sum 50 000,00		50 000,00
	(b) Contractor's handling costs, profit and all other charges in respect of subitem B18.04 (a)				
B18.05	Transport: (a) LDV				
		km	300,0		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	(b) Flatbed truck	km	300,0		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 2100					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
21,00	DRAINS				
21,01	Excavation for open drains:				
	(a) Excavation soft material situated within the following depth ranges below the surface level:				
	(i) 0m up to 1,5m	m³	140,0		
	(ii) Exceeding 1,5m and up to 3,0m	m³	20,0		
21,01	(b) Extra over ubitem 21.01 (a) for excavation in hard material irrespective of depth	m³	20,0		
21,03	Excavation for suboil drainage systems:				
	(a) Excavation soft material situated within the following depth ranges below the surface level:				
	(i) 0m up to 1,5m	m³			Rate Only
	(ii) Exceeding 1,5m and up to 3,0m	m³			Rate Only

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

21,06	Natural permeable material in subsoil drainage systems (crushed stone)				
	(b) Crushed stone obtained from commercial sources.				
	(i) Coarse-Grade 19,0 mm nominal	m ³			Rate Only
21,08	Pipes in subsoil drainage systems				
	(c) High-density type polyethylene pressure pipes and fittings complete with couplings 160mm dia perforated	m			Rate Only
21,10	Synthetic-fibre filter fabric				
	(a) Grade-2, non-woven : Bidim A4 or equivalent	m ²			Rate Only
21,17	Test flusing of pipe subsoil drains	No			Rate Only
21,19	Selected backfilling material under concrete lined side drains compacted to 93% of mod.AASHTO	m ³			Rate Only
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION: 2200					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
22,00	PREFABRICATED CULVERTS				
22,01	Excavation				
	(i) 0m up to 1,5m	m ³			Rate Only
	(ii) Exceeding 1,5m and up to 3,0m	m ³			Rate Only
	(b) Extra over ubitem 21.01 (a) for excavation in hard material irrespective of depth	m ³			Rate Only

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

22,02	Backfilling				
	(a) Using the excavated material	m³			Rate Only
	(b) Using imported selected material	m³			Rate Only
	(c) Extra over subitems 22.02(a) and (b) for soil cement backfilling with 3% cement	m³			Rate Only
22,05	Portal and rectangular culverts Class S, SANS 986: 2006				
	(a) Complete with prefabricated floor slabs				
	(i) 1200mm x 450mm Class 200 S	m			Rate Only
B22.07	Cast in situ concrete and formwork				
	(a) In class A bedding, screeds and the encasing for pipes, including formwork				
	(i) Class 25/19 Concrete	m³			Rate Only
	(b) In floor slabs and head walls on top of portal or rectangular culverts, including formwork, joints and Class U2 surface finish:				
	(i) Class 30/19 concrete	m³			Rate Only
	(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish				
	(i) Class 30/19 concrete	m³			Rate Only
	(d) Formwork of concrete under subitem (c) above				
	(i) Vertical formwork for F1 surface finish	m²			Rate Only
	(ii) Vertical formwork for F2 surface finish	m²			Rate Only
22,1	Steel reinforcement				
	(c) Welded steel fabric (Ref 395)	kg	100,0		
	(d) Welded steel fabric (Ref 193)	kg	2 500,0		
22,12	Removing existing concrete				
	(a) Plain concrete	m³	3,0		
TOTAL CARRIED FORWARD					

SECTION: 2200					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

TOTAL BROUGHT FORWARD					
22,18	(b) Reinforced concrete	m³	3,0		
	Brickwork				
	(a) 115mm thick	m²			Rate Only
	(b) 230mm thick	m²			Rate Only
22,19	Plaster	m²			Rate Only

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B22.29	Cleanning of hydraulic structure (a) up to 1200 dia pipe	m³	10,0		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 2300					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
23,00	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININS FOR OPEN DRAINS				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

23,02	Concrete kerbing - channeling combination (30 Mpa for in-situ concrete)				
	(a) Precast kerbing to SABS 927:2006				
	(i) Figure 8c (1000mm)	m	1 400,00		Rate Only
	(ii) Figure 8b (1000mm)	m			
	(iii) Figure 8c (300mm)	m	340,00		
	(iv) Transitions to Concrete Kerbing (1000mm)	m	30,00		
	(v) Figure 11 (1000mm)	m	800,00		
	(vi) Concrete Edgebeam (200mm x 150mm)	m	500,00		
23,07	Trimming of excavations for concrete-lined open drains				
	(a) In soft material	m ²	1 300,0		
	(b) In hard material	m ²	130,0		
B23.08	Concrete lining for open drain				
	(a) Cast in situ concrete lining Class 30/19 for open drain				
	(i) Side drain (up to 3.5m wide)	m ³	100,0		
	(b) Class U2 surface finish to cast in situ concrete for standard open drain				
	(i) Side drain (up to 3.5m wide)	m ²	1 300,0		
23,09	Formwork to cast in situ concrete lining for open drains (class F 2 surface finish)	m ²	160,0		
	(b) To sides with formwork on both internal and external faces				
TOTAL CARRIED FORWARD TO SUMMARY					

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SECTION:3100					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
31,00	BORROW MATERIALS				
B31.01	Excess overburden				
	(a) Depth up to and including 0,5m	m³	500,0		
	(b) Depth exceeding 0,5m and up to 1,0m	m³	500,0		
31,03	Finishing-off borrow areas in:				
	(a) Hard material	ha	0,50		
	(b) Intermediate material	ha	0,50		
	(c) Soft material	ha	1,00		
B31.04	Borrow material:				
	(a) The procurement of borrow pits and borrow material	PC			50 000,00
	(b) Handling costs pond profit in respect of subitem B31.04(a)	%	50 000,0		
B31/	Supply and install Zinc-coated barbed wire				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

55,02	(SABS 675) around the borrow-pit (i) High-tensile-grade, single-strand 3,15mm x 2,50mm oval-shaped wire. Galvanised, Class	km	2,0		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	SECTION:3200	
					AMOUNT	
					R	C
32,00	SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS AND CUTTINGS,AND PLACING AND COMPACTING THE GRAVEL LAYERS					
32,04	Removal of oversize pavement material	m³	500,00			

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

32,06	Stockpiling of material	m³	1	260,00		
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION:3300					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

33,00	MASS EARTHWORKS				
B33.01	Cut and borrow to fill, including free-haul up to 1,0km				
	(a) Gravel material in compacted layer thickness of 200mm and less:				
	(ii) Compacted to 93% of modified AASHTO density	m ³	4 320,00		
	(c) Rockfill (as specified in subclause 32.05)	m ³			Rate Only
B33.04	Cut to spoil, including free-haul up to 1.0 km for materials obtained from:				
	(a) Soft excavation	m ³	1 440,00		
	(b) Intermediate excavation	m ³	720,00		
	(c) Hard excavation	m ³	288,00		
	(d) Boulders excavation class (classes A + B)	m ³	200,00		
33,09	Material bladed to widow	m ³	2 520,00		
33,10	Roadbed preparation and compaction of material:				
	(i) Compacted to 90% of modified AASHTO density	m ³			Rate Only
	(ii) Compacted to 93% of modified AASHTO density	m ³	1 440,00		
33,11	Three-roller-passes compaction				
	(a) Vibratory roller	m ²			Rate Only
	(b) Grid roller	m ²			Rate Only
	(e) Impact roller	m ²			Rate Only

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B33/	Stockpiling of material	m³	1 248,00		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION:3400					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
34,00	PAVEMENT LAYERS OF GRAVEL MATERIAL				
B34,01	Pavement layers constructed from gravel taken from cut or borrow, including free haul up to 1,0km				
	(a) Gravel selected layer compacted to:				
	(ii) 93% of modified AASHTO density	m³	1 440,0		
	(c) Gravel subbase (Unstabilized Material) compacted to:				
	(ii) 95% of modified AASHTO density				
	(1) Constructed from type G6 Material obtained from approved Borrow Pit	m³	144,0		
	(2) Constructed from type G6 Material obtained from Commercial Sources	m³	960,0		
	(f) Gravel base (Chemically Stabilized Material) compacted to:				
	(ii) 97% of modified AASHTO density for a compacted layer thickness of 150mm				
	(1) Constructed from type G6 Material obtained from approved Borrow Pit	m³	144,0		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	(2) Constructed from type G6 Material obtained from Commercial Sources	m³	1 440,0		
	(g) Gravel shoulder compacted to:				
	(i) 93% of modified AASHTO density (150mm thick)	m³	540,0		
	OVERHAUL				
34/16.02	Overhaul on material hauled in excess of 1,0km (ordinary overhaul)	m³-km	0,0		
	SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM BORROW PITS, CUTTING AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS				
34/32	Remove of oversize pavement material	m³	720,0		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 3500					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
	STABILIZATION				
35,01	Chemical stabilization extra over unstabilized compacted layers:				
	Base: 150mm thickness	m³	1 440,0		
	Subbase: 150mm thickness	m³			Rate Only
35,02	Chemical stabilizing agent:				
	(a) Cement (Cem II A-M 32,5)	t	60,0		
35,04	Provision and application of water for curing	kℓ	1 000,0		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

35,05	Curing by covering with the subsequent layer				
	(a) Base : 150mm thickness	m ²	1 000,0		
35,13	Extra over items 35.01 for trial section	m ³	100,0		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	SECTION:5100	
					AMOUNT	
					R	C
51,00	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION					
51,01	Stone pitching					
	(b) Grounted stone pitching	m ²	20,0			

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

51,03	Stone masonry walls				
	(b) Cemented-mortared stone walls 200mm thick rectangular	m³	10,0		
51,05	Concrete edge beams	m³	6,0		
	(a) Class 30/19				
TOTAL CARRIED FORWARD TO SUMMARY					

					SECTION:5100
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

NO					R	C
52,00	GABIONS					
52,01	Foundation trench excavation and backfilling:					
	(b) In all other classes of materials	m ³				Rate Only
52,02	Surface preparation of bedding the gabions	m ²				Rate Only
52,03	Gabions					
	(a) Galvanized gabion boxes, 1,0m wide by 0,3m deep by 1,0 long (mesh 80 x 100)	m ³				Rate Only
	(c) Galvanized gabion mattresses 0,5m diaphragm spacing, 6,0m long by 2,0m wide by 1.0m deep (mesh 80 x 100)	m ³				Rate Only

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

52,05	Filtre fabric (a) Grade 2, non-woven: Bidim A4 or equivalent	m²			Rate Only
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 5600					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
56,00	ROAD SIGNS				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

56,01	Road signs boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-effective material, where the sign board is constructed. (c) Prepainted galvanized steel plate (chromadek 1,6 mm thick or approved equivalent): (i) Area not exceeding 2m ² (ii) Area exceeding 2m ² but not 10m ² (iii) Area exceeding 10m ²	m ² m ² m ²	15,0 5,0 			Rate Only
56,02	Extra over item 56.01 for using: (b) Lottering, symbols, number, arrows, emblems and borders or retro-reflective material of Class 1 Engineering grade	m ²	5,0			
56,03	Road sign supports (overhead road sign structures excluded): (a) Steel tubing, fully galvanised (iii) 100mm dia. D-Section 4mm thick	t	1,5			
56,05	Excavation and backfilling for road sign supports	m ³	5,0			
56,06	Extra over item 56.05 for cement-treated soil backfill	m ³	5,0			

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

TOTAL CARRIED FORWARD TO SUMMARY

SECTION 5700					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
57,00	ROAD MARKINGS				
57,02	Retro-reflective road marking paint:				
	(a) White lines (broken or unbroken):				
	(i) 100 mm wide	km	1,2		
	(ii) 150mm wide	km			
	(iii) 200mm wide	km	0,2		
	(b) Yellow lines (broken or unbroken)				
	(i) 100 mm wide	km	4,4		
	(ii) 150mm wide	km			Rate Only
	(iii) 200mm wide	km			Rate Only
	(d) White lettering and symbols	m ²	60,0		
	(e) Yellow lettering and symbols	m ²			Rate Only
	(f) Transverse lines, painted island and arrestor bed markings (any colour)	m ²	50,0		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

57,06	Setting out and premarking the lines (Excluding traffic-island markings, lettering and symbols)	km	2,1		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 5900					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
59,00	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

59,01	Finishing the road and road reserve: (a) Single carriage road	km	1,2		
TOTAL CARRIED FORWARD TO SUMMARY					

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	SECTION 7300	
					AMOUNT	R C
73,00	CONCRETE BLOCK PAVING FOR ROADS					
73,01	Concrete block paving: (a) Supply and laying of 80mm thick concrete interlocking paving blocks of 25MPa crushing strength including 25mm thick sand bedding and fitting the joints with jointing sand	m ²	6 500,0			
73,02	Cast insitu concrete edge and intermediate beams. Concrete to be Class 30/19	m ³	15,0			

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B73,03	Speed Humps	No.	6,0		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 8100					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R C
81,00	TESTING MATERIALS AND WORKMANSHIP				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

TOTAL CARRIED FORWARD TO SUMMARY	
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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

MORETELE LOCAL MUNICIPALITY

**Tender No. MLM/W19/R&SW/P2/24-25: IMPLEMENTATION OF ROADS AND
STORMWATER IN WARD 19 [PHASE 02]**

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS	R
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL	R
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S	R
1500	ACCOMMODATION OF TRAFFIC	R
1700	CLEARING AND GRUBBING	R
1800	DAYWORKS	R
2100	DRAINS	R
2200	PREFABRICATED CULVERTS	R
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND	R
3200	DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS	R
3100	BORROW MATERIALS	R
3200	SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS AND	R
3500	CUTTINGS, AND PLACING AND COMPACTING THE GRAVEL LAYERS	R
3300	MASS EARTHWORKS	R
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	R
3500	STABILIZATION	R
5100	PITCHING, STONEMASONRY AND PROTECTION AGAINST EROSION	R
5200	GABIONS	R
5600	ROAD SIGNS	R

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

5700	ROAD MARKINGS	R
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	R
7300	CONCRETE BLOCK PAVING FOR ROADS	R
8100	TESTING MATERIALS AND WORKMANSHIP	R
TOTAL CARRIED FORWARD TO TENDER SUMMARY		R

MORETELE LOCAL MUNICIPALITY

Tender No. MLM/W19/R&SW/P2/24-25: IMPLEMENTATION OF ROADS AND STORMWATER IN WARD 19 [PHASE 02]

TENDER SUMMARY

DESCRIPTION	AMOUNT
NET TOTAL OF TENDER (TOTAL CARRIED FROM PAGE C62)	R
ADD CONTINGENCIES 2.5% OF NET TOTAL	R
SUBTOTAL	R
ALLOWANCE FOR VAT AT 15% R	R
TOTAL CARRIED FORWARD TO FORM OF OFFER (C1.1) R	R

Signed on behalf of the Tenderer (Signature)

Date:

Tenderer's Name: (Company Name)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C3: SCOPE OF WORK

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Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C3.1: STANDARD SPECIFICATIONS

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

C3.2: PROJECT SPECIFICATIONS

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

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

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

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

the Specifications (including the Project Specifications) and the drawings and / or the Schedule of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

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

C3.2: PROJECT SPECIFICATIONS

PART A: GENERAL

1. DESCRIPTION OF THE WORKS

1.1 Location of the Works

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

1.3 Overview of the works

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

The project entails the implementation of roads and stormwater in Ward 19. The leading activities to be undertaken by the contractor will include, the construction of earthworks, layer works, drainage structures and concrete block paving base.

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

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

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

1.4 Extent of the Works

1.4.1 The extent of construction will include:

- a. Establishment of Contractors Site Camp.
- b. Shifting and/or Lowering of Existing Services
- c. Accommodation of traffic.
- d. Clearing and grubbing of the road prism.
- e. Undertake earthworks, layerwork, and concrete paving block work.
- f. Construction of road layer works (approx. 1.0 km long) and 6.0m wide.
- g. Road Surfaced using 80mm Interlocking Paving Blocks class 25 with an average compressive strength of 25mpa (comply with sans 1058-1985).
- h. Installation of precast concrete kerbs fig 8C. (approx. 2.1km long) (Comply with sans 927:2007 standards).
- i. Construction of 1.5m Wide x 100mm Thick Concrete Class 30/19, Lined New Stormwater Channels, with mesh Ref 193
- j. Construction of 3.0m Wide x 100mm Thick Concrete Class 30/19, Drift at Intersections, with mesh Ref 395
- k. Installation of traffic calming measures (road signs and speed humps)
- l. Material and layer testing.
- m. Finishing of road reserve on completion of the project.
- n. Clearing of the site on completion.
- o. Finishing the roadway to facilitate "limited maintenance" such as cutting-back existing vegetation for the improvement of sight-distances and treatment to the shoulder edges for the prevention of silt build-up and improved run-off conditions.

1.5 Detailed Description of the Works

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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

1.5.1 Access to the Site

Access to the site can be obtained from Makapanstad road.

1.5.2 Road Works

The Road works will consist of:

- 80mm S-A Grey interlocking paving blocks
- 150mm C3 Cemented natural gravel subbase compacted to 97% modified AASHTO density.
- 150mm G6 Natural gravel selected layer compacted to 95% of modified AASHTO density. CBR>15 @ 93% modified AASHTO density.
- 150mm G7 Natural gravel selected layer compacted to 93% of modified AASHTO density. CBR>7 @ 93% modified AASHTO density.
- 150mm G10 Natural gravel compacted to 90% modified AASHTO density. CBR>3 @ 90% modified AASHTO density.

1.5.3 Quantities (Refer to Bill of Materials)

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

Earthworks (Cut to fill)
Earthworks (Cut to spoil)
Natural Gravel Selected Layer (G7)
Natural Gravel Selected Layer (G6)
Cemented Natural Gravel Subbase (C3)
Concrete Block Pave Base (S-A)

1.5.4 Material sources, spoil and stockpile areas

G6 material shall be obtained from commercial sources. G7 and G9 will be available from the borrow pit and existing road prism. Spoil areas and areas for the temporary stockpiling of construction materials shall be determined and agreed on site in conjunction with the Engineer. The Contractor shall be permitted to use only these agreed spoil and stockpile areas, which shall be landscaped and vegetated on completion of the work.

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

1.5.5 Accommodation of traffic

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


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

1.5.6 Accommodation of other contractors

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

1.5.7 Ancillary works

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

1.5.8 Existing services

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

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

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

Electrical and Telephone Poles

☐ Water Mains

☐ Fence Lines

☐ Water and sanitation services

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

1.5.10 Environment

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

1.5.11 Labour

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

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

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

1.5.12 Labour-intensive construction methods

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

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

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

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

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

- ☐ Clearing and grubbing of the Site;
- ☐ Excavation for structures up to 1,5 m deep;
- ☐ Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- ☐ Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- ☐ Mixing and placing of concrete;
- ☐ Construction of all brickwork required for structures; and ☐ Cleaning and tidying up of the Site.

In respect of those portions of the Works which are not listed above, the construction methods adopted and the plant utilized shall be at the discretion of the Contractor, provided always that the construction methods

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

adopted and the plant utilized by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

1.6 Temporary Works

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

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

1.7 Maintenance of the Works during the construction period

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

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

1.8 Testing of materials

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

Process control

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

Acceptance control

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

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

1.9 Power supply and other services

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

1.10 Construction in confined areas

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

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

1.11 Contractor's campsite

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

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

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

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

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

1.12 Additional requirements for construction activities

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

The Contractor's tendered rates shall include full compensation for all costs which may arise from the construction and maintenance of deviations and construction under traffic. No claim for additional costs which may arise from these methods of traffic accommodation and no additional payment owing to inconvenience as a result of the Contractor's method of working shall be considered. The Contractor shall be required to attend meetings of the local Project Liaison Committee (PLC).

1.13 Construction programme

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

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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PRELIMINARY CONSTRUCTION PROGRAMME

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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2. **DRAWINGS**

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

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

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

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

DRAWING No	DESCRIPTION
ONB21/2024/GL01	GENERAL LAYOUT PLAN
ONB21/2024/TX02	TYPICAL ROAD CROSS-SECTION
ONB21/2024/RLL03	LONGITUDINAL SECTION AND LAYOUT – 01
ONB21/2024/RLL04	LONGITUDINAL SECTION AND LAYOUT – 02
ONB21/2024/NB05	NAME BOARD
ONB21/2024/XS06	CROSS-SECTION [SHEET 01 OF 03]
ONB21/2024/XS07	CROSS-SECTION [SHEET 02 OF 03]


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

ONB21/2024/XS08	CROSS-SECTION [SHEET 03 OF 03]
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3. **PROCUREMENT**

3.1 **Preferential procurement procedures**

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

4. **CONSTRUCTION**

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

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

4.2 **Applicable national and international standards**

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

4.3 **Particular / generic specifications**

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

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

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

4.4 **Certification by recognized bodies**

No certification of items included in the works is required.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

4.5 Plant and materials provided by the Employer

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

5. MANAGEMENT

5.1 Applicable SANS 1921 standards

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

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

Specification data associated with SANS 1921-1	
Clause No.	Essential data
4.1.7	There are no requirements for drawings, information and calculations for which the Contractor is responsible.
4.2.1	The responsibility strategy assigned to the Contractor for the works is 'A'.
4.3.1	The programme must conform to clause 1204 'Programme of Work' of the 'Standard Specifications' and clause 5.6 'Programme' of the 'General Conditions of Contract 2015'.
4.3.3	The Contractor must give 24 hours' notice for inspection of work that is to be covered up.
4.7.3	Where applicable, the Contractor is afforded the opportunity of pricing an item to cover costs of unavoidable overbreak.
4.12.2	The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the Employer are to be as described in clause 1205 'Workmanship and Quality Control' of the 'Standard Specifications' and clause 7 'Quality and Related Matters' of the 'General Conditions of Contract 2015'.
4.12.2	The fabrication drawings that the Contractor is to provide to the Employer are: none.
4.14.5	The Contractor is to provide latrine and ablution facilities as described in Part C 'Environmental Management Plan' in Section C3.3: Particular Specifications of these Project Specifications.
4.14.6	The requirements for the provision and erection of sign boards are as described in clause 1207 'Notices, Signs and Advertisements' of the 'Standard Specifications', and as detailed in the 'Example of Contract Signboard Details' in Section C4: Site Information of these Project Specifications.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are described in clause B1202 of Part B of Section C3.2: Project Specifications.
4.17.3	Services that are known to exist on the site are described in clause B1202 of Part B of Section C3.2: Project Specifications.
4.17.4	The requirements for detection apparatus for locating underground services are: none.
4.18	The additional health and safety requirements are described in Part E 'OHSA 1993 Health and Safety Specification' in Section C3.3: Particular Specifications of these Project Specifications.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

5.1.1 Additional clauses

5.1.1.1 Site meetings and procedures

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

5.1.1.2 Water and electricity

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

Specification data associated with SANS 1921-6	
Clause No.	Essential data
4.2.1(a)	A qualified service provider is one that is an accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel. 011 265 5900), Health and Welfare SETA (HWSETA) (011 622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za .
4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at four monthly intervals throughout the duration of the contract.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

5.1.2 Additional clauses

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

5.2 Recording of weather

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

5.3 Unauthorised persons

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

5.4 Management meetings

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

5.5 Forms for contract administration

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

5.6 Electronic payments

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

5.7 Daily records

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

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

5.8 Payment certificates

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

5.9 Permits

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

5.10 Proof of compliance with the law

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

C3.2: PROJECT SPECIFICATIONS

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

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

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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

SECTION 1100: DEFINITIONS AND TERMS B1115

GENERAL CONDITIONS OF CONTRACT

Replace clause 1115 with the following:

“The General Conditions of Contract for Construction Works 3rd edition 2015 (abbreviated elsewhere in C3.2 Project Specifications and C3.3 Particular Specifications as “GCC 2015” or as “General Conditions of Contract 2015”) published by the South African Institution of Civil Engineering (SAICE), together with the Special Conditions of Contract form part of the contract.

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

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

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

COLTO Standard Specification		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract for Construction Works 3 rd edition 2015	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
1202	1200-2	15	Programme	5.6	Programme
1209(e)	1200-5	52:		6.9 &	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

		52(1)(e)	Monthly payments (documentary evidence of ownership of materials)	6.10:	
		52(2)	Valuation of material brought onto Site	6.9 6.10.2	Vesting of plant and materials Valuation of material brought onto Site
1210	1200-5	54: 54(1) 54(2) 54(3)	Certificate of practical completion	5.14: 5.14.1 5.14.2 5.14.3	Certificate of Practical Completion
1212(l)	1200-7	49: 49(2)	Contract Price Adjustment Factor	6.8: 6.8.2	Contract Price Adjustment Factor
1215	1200-9	45	Extension of time for completion	5.12	Extension of time for practical completion
1217	1200-10	35	Care of the Works	8.2	Care of the Works
1303	1300-1	49 & 53:		6.8 &	

COLTO Standard Specification		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract for Construction Works 3 rd edition 2015	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
	and 1300-2	49(2) and 49(3) 53	Contract Price Adjustment Factor and special materials Variations exceeding 20%	6.11: 6.8.2 and 6.8.3 6.11	Contract Price Adjustment Factor and special materials Variations exceeding 15%
1303	1300-2	12 & 45: 12 45	Commencement of Works and Commencement Date Extension of time for completion	5.3 & 5.12: 5.3 5.12	Commencement of the Works Extension of time for practical completion
1403 (c)(ii)	1400-4	40(1)	Valuation of variations	6.4.1	Value of variations
1505	1500-3	40: 40(1)	Valuation of variations	6.4: 6.4.1	Value of variations
1507	1500-8	48:		6.6:	


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

Items: 15.08 15.09 15.11		48.1	Provisional Sums	6.6.1	Provisional Sums
3108 Note (2)	3100-4	40: 40(1)	Valuation of variations	6.4: 6.4.1	Value of variations
3204 (b)(iii)	3200-2	40: 40(1)	Valuation of variations	6.4: 6.4.1	Value of variations
3303(b)	3300-2	2	Engineer and Engineer's Representative	3	Engineer
5803(c)	5800-3	40: 40(1)	Valuation of variations	6.4: 6.4.1	Value of variations
5805(d)	5800-4	40: 40(1)	Valuation of variations	6.4: 6.4.1	Value of variations
5809 Item 58.10	5800-10	48: 48.1	Provisional Sums	6.6: 6.6.1	Provisional Sums
8103(c)	8100-1	40: 40(1)	Valuation of variations	6.4: 6.4.1	Value of variations
8117 Item 81.03	8100-26	22	Clearance of site on completion	5.15	Clearance of site

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following at the end of clause 1202:

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

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following paragraph to the end of clause 1205:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

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

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

Add the following paragraph to the end of clause 1206:

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

B1209 PAYMENT

(a) Contract rates

Replace the following in subclause (e):

"Clause 52" with "Clauses 6.9 and 6.10.2"

B1210 CERTIFICATE OF PRACTICAL COMPLETION

Replace the following:

"Clause 54" with "Clause 5.14"

B1212 ALTERNATIVE DESIGNS AND OFFERS

Replace the following in subclause (l)

"Clause 49" with "Clause 6.8"

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

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

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

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

Method (ii) (Critical-path method)

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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

Table B1215

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

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

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

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

B1219 WATER

Add the following paragraph to the end of clause 1219:

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

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

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following paragraph to the end of clause 1224:

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

- (a) The full extent of road reserve will be handed over to the Contractor at the beginning of the contract. He shall be responsible for the maintenance along this portion of the road until completion of the contract.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- (b) The contractor shall be required to accommodate public traffic as well as the employer's other contractors working on various projects in the area related to the construction of District Road 457.
- (c) The contractor shall be required to accommodate service owners and other contractors working on the services relocation and maintenance in the execution of their duties."

B1229 SABS CEMENT SPECIFICATIONS

Add the following paragraphs to the end of clause 1229:

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

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

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

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

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

B1230 DEVELOPMENT PROGRAMME

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

B1231 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Diseases Act, 1993, as amended. The contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. The manner in which compensation in terms of this Act shall be handled shall be resolved by the contractor at the commencement of the contract.

B1232 COMPLIANCE WITH THE ROAD TRAFFIC ACT

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

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

The contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the engineer or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic. The contractor by accepting this contract

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

shall be deemed to have indemnified the employer and the engineer against any claims, damages and / or costs that may arise in this regard.

B1233 ENVIRONMENTAL IMPACT CONTROL

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

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

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

B1234 SITE DIARY

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

B1235 SUB-CONTRACTORS

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


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

B1236 SANS BITUMEN SPECIFICATION

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

B1237 PAYMENT

Add the following new payment items

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

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

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

<u>ITEM</u>	<u>UNIT</u>
B12.02 The setting-out of work and protection of beacons	
(a) Provisional sum for existing beacons to be relocated and/or protected during construction.	Prov Sum
(b) Handling costs and profit in respect of subitem B12.02(a) above.	%

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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B1406 MEASUREMENT AND PAYMENT

ADD THE FOLLOWING SUBITEMS:

Item	Unit
B14.03	
Offices and Laboratory Fittings, Installations and Equipment	
Prime cost items and items measured and (b) paid for in a lump sum	
(ix) Provision of Cell phones costs, including pro-rata rentals, for calls in connection with	PC Sum
contract administration	Prime Cost Sums
(x) Handling costs and profit in respect of	%
sub-item 14.03(b)(ix) above	Percentage

The tendered percentage is a percentage of the amount actually spent under sub-item B14.03 (b)(ix) and B14.03(b)(x) which shall include full compensation for the handling costs of the cellular phone, telephone services and fax facility

1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

ADD THE FOLLOWING:

"It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers –Tel: (012) 334 4507/8/9 or (012) 3344510 Fax: (012) 323 9574.

This section also covers the provision of additional information signs for motorists and the release of any notices to the media and public."

B1502 GENERAL REQUIREMENTS

(a) Safety

ADD THE FOLLOWING:

"The contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract."

(f) Approval of temporary deviations

ADD THE FOLLOWING:

"If, after any temporary deviation has been constructed, any changes are considered necessary or desirable, the proposal shall be submitted to the engineer for his approval."

(i) Traffic Safety Officer

ADD THE FOLLOWING TO THE END OF THE SECOND PARAGRAPH:

"The contractor shall submit a CV of the candidate to the engineer for approval before the candidate is appointed as the traffic safety officer.

"Insert the following as the opening phrase to sub-sub-clause (i):

"make himself available to discuss road safety and traffic accommodation matter whenever required by the engineer and shall be responsible..."

ADD THE FOLLOWING AFTER SUB CLAUSE (III):

"(a) Record on neat and dimensioned sketches and submit to the engineer the position and sign reference number, where applicable, of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each shall be adequately referenced from the marker boards or other surveyed points on the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the traffic safety officer and shall be signed by the traffic safety officer before being submitted to the engineer.

The records shall similarly account for whatever changes are made in the field. Such changes shall record the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

(b) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9h30 and by 16h30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the engineer such record sheets by midday of the next working day. The traffic safety officer shall keep a duplicate book for this specific purpose. The traffic safety officer shall also submit with this report the daily labour returns of flagmen, stop/go and traffic signal control men employed."

ADD THE FOLLOWING SUB-SUB-CLAUSES:

"(ix) The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and sufficient labour at his disposal 24 hours a day, including all prescribed non-working days, and shall not be utilised for other duties. He shall be directly answerable to the contractor's site agent.

The traffic safety vehicle shall be a truck with a capacity of 3 tons and shall be equipped with a high visibility rear panel in accordance with the requirements of the SARTSM. The words TRAFFIC CONTROL shall be written on a warning sign in highly legible letters, not less than 200mm high, and the sign shall be mounted on the vehicle at least 1,5m above ground level. The proposed sign and letter dimensions shall be submitted to the engineer for his approval. The vehicle shall also be equipped with an amber-coloured flashing light of the rotating parabolic reflector type with a minimum intensity of 100. The warning light shall be switched on at all times and the sign shall be displayed when the vehicle is used on site.

The traffic safety officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the contract. The provision of the road safety vehicle, driver, labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the contractor's establishment on site.

(x) Ensure that all obstructions related to the contractor's activities be removed before nightfall where applicable as instructed by the engineer and that the roads are safe for night traffic.

(xi) The traffic safety officer shall, in addition to the duties listed in paragraph 1502(i), also be responsible for the removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.

(xii) In the advent of an accident the traffic officer shall record in a written report the details of the accident, record the position of all temporary road signs, barricades, delineators, flagmen and any other devices used for traffic accommodation. In addition the report shall include a neat dimensional sketch, photographs, identifiable permanent features, and any other relevant information."

ADD THE FOLLOWING SUB-CLAUSES:

"(k) Site Personnel

The contractor shall ensure that all his personnel, including those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the engineer, ineffective shall be immediately replaced by the contractor.

(l) Failure to comply with provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant and personnel in accordance with these


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

A fixed penalty of R20 000, 00 per occurrence shall be deducted for each and every occurrence of noncompliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition, a time-related penalty of R5000, 00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given."

(m) Proposed Construction Categories and Stages

The pricing schedule for accommodation of traffic is based on the postulated sequence of work described in Part C4: Site Information clause B4.1.1 (b). The tenderer must price according to this programme but when called upon to produce the contract programme may decide to apply a different sequence. However, any change will not entitle the contractor to rights of variation and the offered rates to the pay items of the pricing schedule shall stand unaltered.

An alternative method of accommodation the traffic may be offered at tender stage but will only be considered if the tender conditions pertaining to the pricing schedule have been fully satisfied.

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

REPLACE THE FIRST SENTENCE OF THE FIRST PARAGRAPH WITH THE FOLLOWING:

"The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as trafficcontrol devices) in accordance with these special provisions and as shown on the drawings and in the SARTSM and remove them when no longer required. It shall be incumbent upon the contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly."

REPLACE THE THIRD PARAGRAPH WITH THE FOLLOWING:

"The type of construction, spacing and placement of traffic-control devices shall be in accordance with the SARTSM. The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the engineer shall not be departed from without prior approval of the engineer. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

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

(a) Traffic control devices

ADD THE FOLLOWING AT THE END OF THE LAST PARAGRAPH:

"At each traffic control point, an all-weather shelter of at least three (3) square metres capable of accommodating two operators, with a clear window, a stable door, two chairs and a portable chemical toilet that shall be regularly maintained, shall be provided. Each control point shall have a generator and 3 No. 2


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

x 400w metal halide floodlights spaced 50m apart mounted onto 9m winched fibreglass poles bolted to a 1,5m buried galvanized stem to light up the traffic control point at nighttime when traffic signals are used.”

(b) Road signs and barricades

ADD THE FOLLOWING:

“The contractor shall be responsible for the protection and maintenance of all signs and delineators and shall at his own cost replace any that have been damaged, lost, or stolen. All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind.

The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs. The covering of permanent road signs, if applicable, shall be by utilizing a hessian bag that shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted and shall constitute penalty. The cost of covering of permanent road signs shall be included in the tendered rates of items B15.01 and B15.10.”

(c) Channelization devices and barricades

ADD THE FOLLOWING:

“The use of drums as channelization devices shall not be permitted. Drums may however be used to set up barriers as provided for in sub-clause 1503(d).

Delineators shall:

- (i) comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;
- (ii) have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;
- (iii) have the lower edge of the reflective part of the delineator mounted not be lower than 250mm above the road surface;
- (iv) be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18m² and ballasted by sandbags with sand;
- (vi) together with its mounting be designed such that it will collapse in a safe manner under traffic impact.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on their own but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750mm high. Lane closures which continue into the nighttime shall be demarcated by delineators only.”

(e) Warning devices

ADD THE FOLLOWING:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

"All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the engineer.

(i) Vehicle mounted flashing lights

Rotating lights shall have an amber lens of minimum height of 200mm and shall be mounted in such a way as to be highly visible from all directions.

The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling or parked alongside roads open to public traffic. Rotating lights and the "construction vehicle" signs on the contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

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

(ii) Sign mounted flashing lights Two amber flashing lights (truck type LED flashing indicator lights or approved rotating lights operated from 12-volt vehicle batteries) shall be vertically mounted inside a yellow reflective backing board on top of each of the traffic signs at each end of each traffic accommodation section as shown on the drawings. The lights shall be operated during the hours of darkness. Temporary flashing lights operated with torch batteries shall not be allowed."

ADD THE FOLLOWING SUB-CLAUSES:

"(g) Other traffic control measures ordered by the engineer

The engineer may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the engineer. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the engineer may arrange for advertising in the press and/or for other forms of publicity.

(h) Flagmen

Flagmen shall be provided where shown on the drawings or required by the specification. During the daytime, two flagmen shall be provided at each traffic control point in addition to the STOP/GO sign operator. One flagman shall be positioned near the 60 km/h sign placed 300 m before the stop/go area and a second roving flagman shall be positioned approximately 200 m before the end of traffic queue to indicate to the on-coming traffic to slow down and stop at the end of the queue.

At night time when traffic signals are used only one roving flagman equipped with a Stromberg Lightman xenon strobe, or similar approved, and a torch is required to be positioned approximately 200 m before the end of the traffic queue at each traffic control point. The traffic light operator at the stop/go point shall also be equipped with a Stromberg Lightman xenon strobe, or similar approved, and a torch. Where the shoulder of the road is closed to traffic, a flagman shall be provided at the leading end of the closure during daytime. This flagman shall be provided at the 80-km/h sign to warn the traffic about the closure.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

No flagman shall be on duty for a period of more than 10 hours per day. Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and/or fluorescent panels in red, yellow and/or white. Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600mm. The flag shall be attached to a staff at least 1,0m in length. In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall be stand-alone at all times."

B1504 WIDTH AND LENGTH OF TEMPORARY DEVIATIONS

ADD THE FOLLOWING PARAGRAPH:

"Where road is constructed in half width, the length of temporary deviation shall not exceed 4km where traffic is accommodated along the R505(P13-4) and the existing half surfaced roadway is used for traffic accommodation."

B1513 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF WIDTHS EDIT THE FIFTH PARAGRAPH AS FOLLOWS:

DELETE THE WORD "ENTIRE" AND REPLACE WITH "TRAFFICKED"

ADD THE FOLLOWING TO THE 6TH PARAGRAPH:

"Where the road is constructed in half width, during the night traffic shall be control using controlled temporary traffic lights unless or otherwise instructed by the Engineer in writing".

B1510 EXISTING ROADS USED AS DEVIATIONS

ADD THE FOLLOWING:

The contractor shall indemnify the employer and his agent against all proceedings, claims, actions, damages and costs which may arise from or be related to damage to vehicle or property or injury to persons as a result of loose stones or aggregates on the road surface or as a result of bituminous applications during construction of the works. The contractor shall arrange his activities so that construction traffic and equipment do not unnecessary obstruct public traffic or force it to a complete standstill. The flow of public traffic shall always take precedence and the contractor shall not stop or delay public to make way for construction traffic.

B1517 MEASUREMENT AND PAYMENT

"Item	Unit
B15.03 Temporary Traffic-Control Facility	
Excavation for locatin	
(a) Flagman	man-days

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

"The unit of measurement shall be a full day and night worked by flagmen.

A man-day shall be deemed to comprise of three eight-hour shifts in a twenty four hour period.

Three shifts of eight hours per flagman equates to one man-day. Shorter single portion shifts (6 to 10 hours) shall be measured as a half man-day."

1700: CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

a) Clearing

ADD THE FOLLOWING:

"Clearing shall include the removal of material to a thickness of up to 150mm in-situ material as ordered by the engineer. No payment shall be made for temporary stockpiling of topsoil material in the case where this material is applied as topsoil after completion of roadside slopes.

Should the required depth exceed 150mm, the total volume of material removed shall either be classified as "temporary stockpiling of topsoil" or "unsuitable roadbed material" or "cut to spoil" whichever is applicable as allowed for in the standard specifications. In these cases, no payment shall be made for clearing and grubbing.

Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish. Cross-sections for the determination of earthworks quantities shall be taken after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if applicable.

Payment for gabion boxes and mattresses which must be removed and the material sorted and stacked shall be made under section 5200"

(c) Conservation of topsoil

ADD TO THE END OF THE 1ST PARAGRAPH:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Replace the second paragraph of this clause with the following:

“After clearing and grubbing, all topsoil shall be removed to either windrows alongside the construction area or to stockpile. Where ordered by the engineer, any topsoil that shall be required for the top soiling of new banks and cuts, but which cannot be accommodated within the construction site, shall be loaded and hauled to the designated stockpile area where it shall be placed in temporary stockpiles for later use in the rehabilitation of the site affected by construction activities. Where new borrow pits are to be opened up the topsoil shall first be removed (independently of the overburden) and placed in temporary stockpiles at the edge of the borrow pit.

The contractor shall be responsible for the control of any germination of weed seeds within topsoil used on site. Areas such as stockpiles, borrow pits and spoil sites shall be stripped of all topsoil before work may commence within the area. Should a larger site for any of the above be required during construction, the contractor shall refer to the DEO for best practice methods on ensuring the preservation of the additional stripped topsoil. The topsoil shall be kept free of all foreign material generated during construction. This shall include all stone and bituminous products. All work shall be deemed to have been incorporated in the rates”

B1703 EXECUTION OF WORK

(a) Areas to be cleared and grubbed

ADD THE FOLLOWING:

“Apart from normal clearing and grubbing, the fill embankments of the existing roads are also to be cleared and grubbed over the areas where the new horizontal alignment coincides with the alignment of the existing road, or where repairs are required to the fill embankments of the approaches of bridges. Provision is made for separate payment for clearing and grubbing of the existing fill embankments where conventional machinery might be suitable to undertake the work due to the steep side slopes of the embankments. An additional pay-item is allowed for in the bill of quantities for this type of clearing and grubbing which may have to be undertaken by hand or similar manner.”

B1704 MEASUREMENT AND PAYMENT

“Item

Unit

B17.01 Clearing and grubbing of:

CHANGE ITEM 17.01

TO READ AS FOLLOWS:

(a) Normal areas

ha.

(i) Within the road reserve

Hectare

Existing fill embankment with Slopes steeper than

ha.

(b)

1:4

Hectare

Measurement and payment for sub-items (a) and (b) shall be as specified for item 17.01 of the standard specifications. Where distinction is made for clearing and grubbing existing fill embankments with slopes steeper than 1:4 (vertical: horizontal), payment shall be made under item B17.01.”

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

AND ADD THE FOLLOWING TO THE MEASUREMENT AND PAYMENT BELOW LAST PARAGRAPH:

“Clearing and grubbing of the construction camps and any stockpile areas shall not be measured separately and shall be deemed to be included in the rates tendered for item B13.01.

1800: DAYWORKS

B1801 SCOPE

This section covers the listing of daywork items in accordance with the general conditions of contract subclause 13.6 as amended by Particular Condition, for the use in determining payment for work which cannot be quantified in specific units in the Pricing Schedule, or work ordered by the engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Pricing Schedule.

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless written authorisation has been obtained from the engineer.

B1803 MEASUREMENT AND PAYMENT

“Item		Unit
B18.01 Personnel		
<i>ADD THE FOLLOWING NEW PAYMENT ITEMS:</i>		
(a)	Unskilled labour	hr. Hour
(b)	Semi-skilled labour	hr. Hour
(c)	Skilled labour	hr. Hour
(d)	Ganger	hr. Hour
(e)	Foreman hr 200	hr. Hour
B18.02 Equipment		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(a)	Front end loader (60kW)	hr. Hour
(b)	Tractor loader backhoe 4x4 (50kW)	hr. Hour
(c)	Track excavator (125 kW)	hr. Hour
(d)	Bulldozer with rippers (125 kW)	hr. Hour
(e)	Tip truck (6 m³)	hr. Hour
(f)	Pad foot roller (12 ton)	hr. Hour
(g)	Pedestrian roller (700 kg)	hr. Hour
(h)	Concrete mixer with loading hopper (400 litre)	hr. Hour
(i)	Water bowser (1000 litre)	hr. Hour
(j)	Concrete vibrator including power unit (26mm – 75mm poker size)	hr. Hour
(k)	Water pump (75mm diameter with	hr. Hour

“Item

Unit

(l)	Compressor (450 cfm) with hose and tools	hr. Hour
-----	--	-------------

B18.03 Material

(a)	Procurement of materials	Prov. Sum
(a)	Contractor's handling cost, profits and all other charges in respect to sub-item B18.03 (a)	Provisional Sum (%)

Percentage The unit of measurement for items B18.01 and B18.02 shall be the hour for the item of equipment or personnel. Non-working hours for transport breakdown, lack of operator of any other reason shall not be measured. The time shall be taken from the time that the personnel and/or equipment depart until return.

Measurement shall only be for work instructed and directed by the engineer, where the engineer considers no other appropriate rate is applicable in the Pricing Schedule. Prior to the commencement of any work by the personnel described under item B18.01 the contractor must obtain written consent from the engineer regarding their classification in terms of "unskilled", semi-skilled" and "skilled" personnel.

The tendered rates for labour under B18.01 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employer's contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non -mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The tendered rates for plant for item B18.02 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles plant and equipment nominated in writing by the engineer, for all administrative, supervisory, operative and contingent cost, and profit relating to the running of the plant. The unit of measurement for subitem B18.03 (a) shall be the amounts actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the general conditions of contract. Only the actual quantities of materials used, as verified by the engineer, shall be paid for. The percentage tendered for sub-item B18.03 (b) shall be the percentage of the amounts actually paid for the procurement of materials as ordered under sub-item B18.03 (a) and shall be in full and final compensation in respect of the contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The unit of measurement for item B18.04 shall be the kilometre distance that the vehicle travelled for transporting personnel and/or plant. All travelling shall be approved by the engineer.

The tendered rate for item B18.04 shall include full compensation for the cost of the vehicle including fuel, maintenance depreciation and running costs.

The above mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

2100: DRAINS

B2101 SCOPE

AMEND THE FIRST PARAGRAPH TO READ:

“This section covers all work both rehabilitative and new work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the engineers, and the test flushing of subsoil drains.”

B2103 BANKS AND DYKES

ADD THE FOLLOWING:

“Mitre banks at culvert inlets should be considered at such a skew angle that it guides the water into the inlet with a minimum loss of velocity (energy).”


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

2200: PREFABRICATED CULVERTS

B2201 SCOPE

ADD THE FOLLOWING:

"The attention of the contractor is drawn to the fact that information given on the plans, longitudinal sections or drainage schedules may have to be altered to suit actual site conditions and, therefore, the contractor shall only construct these culverts after the engineer has verified the information on the drawings from detail surveys taken on site by the contractor as directed by the engineer.

Precast units shall be ordered by the contractor from actual measurements of length acquired on the site and not from lengths stated in the drainage schedule or from the bill of quantities.

No precast units shall be ordered until the engineer has satisfied himself that the proposed units have been manufactured to the required tolerances and loading standards. The engineer must be given the opportunity to load test units if he considers this necessary".

B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

(a) Depth of excavation

ADD THE FOLLOWING TO THE END OF THE FIRST PARAGRAPH:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

"Excavated material shall not be placed closer than 1.5 m to the edge of the excavated trench regardless of the depth of the trench or the size of the pipe being placed."

(a) Width of excavation

ADD THE FOLLOWING TO THE END OF THE FIRST PARAGRAPH:

"For excavation depths less than 1.5 m the paid width of all trench excavations for the installation of box culverts shall be the width of the precast box unit (not floor slab) plus 600 mm on either side of the box culvert unit. This width may be increased if, in the opinion of the engineer, poor ground conditions require the use of propping and shoring. For excavation depths greater than 1.5 m propping and shoring must be provided. The paid width of all trench excavations for the installation of box culverts shall be the width of the precast box unit (not floor slab) plus 1 500 mm on either side of the box culvert unit to allow for the placing of propping and shoring equipment."

ADD THE FOLLOWING NEW SUB CLAUSE:

"(c) Shoring of excavations

Where circumstances prevent the use of mechanical excavators and material can be removed only by hand tools, the engineer shall authorise the supplementary payment to the contractor for such work at the tendered rates for excavation by hand should he be satisfied that the contractor had been unable to prevent the necessity for excavation by hand by proper planning and precautionary measures. The supplementary rate for excavation by hand shall not apply to minor finishing or clearing jobs in excavations which are otherwise being done by mass excavation plant.

Payment for hand excavation shall be an "extra over" payment to normal excavation as allowed for in item 22.01

Wherever the depth of the excavation for the culvert exceeds a depth of 1.5 m below the surface of the ground or the road the sides, and the end for half width construction, of all trench excavations shall be suitably propped and shored to prevent any collapse from occurring.

The contractor is solely responsible for the safety of his works and workmen and if the contractor considers it necessary to increase or bench / slope back the width of his excavation (or part of his excavation) wider than the specified paid width of 1 500 mm each side of the box culvert unit (depending on the method of shoring used by the contractor) then the cost of such additional excavation shall be included in his tendered rates.

The costs of all propping and shoring required shall be included in the rates tendered for payment items B22.01 (a) (i) to (ii)."

(d) Drainage of excavations

The contractor shall apply suitable, effective drainage and dewatering methods for preventing the ingress of water into the excavation and to keep them dry.

Drainage measures, with the exception of pumping, shall be maintained until the backfilling has been completed. Between various construction stages, pumping may be interrupted in consultation with the engineer.

Any draining or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Allowance for measurement and payment for dewatering and keeping dry of culvert excavations is made in the schedule in this section".

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

B2304 CONSTRUCTION

ADD THE FOLLOWING TO THE FIRST PARAGRAPH OF SUB-CLAUSE 2304 (C):

Where directed by the Engineer to use downpipes in place of in situ concrete chutes, downpipes shown on Drawing shall be 300mm diameter uPVC pipes.

ADD THE FOLLOWING SUB-CLAUSE:


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

“(i) Removal of existing kerb and channel

Where shown on the drawings and/or indicated by the engineer, the existing kerb and channel shall be removed and transported to spoil as directed.”

3100: BORROW MATERIAL

B3101 SCOPE

ADD THE FOLLOWING INTERPRETATION:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

"All reference to "borrow pit" or "borrow area" shall mean the local municipal borrow pit and/or privately owned borrow pit."

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

ADD THE FOLLOWING TO SUB-CLAUSE 3102(A):

"Arrangements regarding to access to borrow pits and the alignment of haul roads shall be made between the contractor and the owners of the land on which borrow pit(s) is/are situated. The engineer's representative on site shall be present at all such negotiations, which shall be confirmed in writing by the contractor. All costs involved with such negotiations as well as the requirements contained in clause 3102 Negotiation with the Owners and Authorities and clause 1225 Finishing-off Borrow Areas and Haul Roads of the specifications shall be borne entirely by the contractor."

B3103 OBTAINING BORROW MATERIALS

ADD THE FOLLOWING NEW PARAGRAPH:

"The contractor shall adhere to the requirements within the environmental management plan for the preparation of the area to be utilised as a borrow pit. This shall include the removal and storage of the topsoil within the affected area, maintenance of the area during use and the rehabilitation of the area to its natural state on completion. A photographic record shall be kept of all borrow pit areas (i.e before construction, during and at the end) The Engineer will request photographic records at any given stage of the contract. The contractor must keep good records and cost must be incorporated the rates. Any construction material spoiled within these sites shall be buried to a depth of no less than 300mm below the surface soil. No construction material of any nature shall be left visible after top soiling. The engineer shall confirm this before grassing commences. The area shall be kept free of all undesirable plant material refer (5807(e)).

Sub item B31.03 (b) for finishing-off borrow areas in intermediate material shall not be applicable on this contract. No distinction shall be made between soft and intermediate material and no additional payment shall be made for intermediate material. All finishing off of borrow areas in intermediate material shall be classified and paid for as finishing of borrow areas in soft material."

(a) General

ADD THE FOLLOWING:

"The expropriation and compensation for land from which borrow materials is obtained shall be negotiated and paid for by the employer."

(b) Use of borrow materials

ADD THE FOLLOWING TO THE SECOND PARAGRAPH OF THIS SUBCLAUSE:

"Compensation to owners and arrangements with owners for taking material from alternative borrow pits proposed by the contractor shall be the contractor's responsibility and entirely at his own expenses."

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(c) Excess overburden

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ADD THE FOLLOWING:

"All excess overburden removed at borrow pits shall be replaced over the entire area of the borrow pit after initial shaping has been undertaken in an even layer. Payment for this requirement shall be deemed to be included in pay item 31.01

(f) Protecting borrow pits

ADD THE FOLLOWING:

"It is a requirement of the contract that each borrow pit or pits shall be provided with fencing around the perimeters, including a access gate, of the borrow areas, including the supply of danger warning signage fixed to the fencing, visible at all sides approaching the borrow pit area. The fencing shall be erected prior to entering the land for borrowing purposes and shall on final finishing of the borrow areas as specified by the employer, be dismantled and removed or left in-place as instructed by the employer. Payment for fencing around borrow pits shall be made in accordance with the stipulations of section 5500 in these specifications."

In addition to fencing, Security Guards shall be supply on a 24 hour, 7 days a week basis, with full time communication to the Site Manager or site camp for the duration of the contract and activities at the borrow pits."

ADD THE FOLLOWING NEW SUBCLAUSE:

“(h) Haul roads

Haul roads to designated borrow pits along the road shall be constructed along alignments as instructed by the engineer and shall be maintained at the contractor’s own cost to the satisfaction of the engineer."

B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS

ADD THE FOLLOWING TO THIS CLAUSE:

"Should the employer, engineer or any other authority approved by the engineer, require a higher standard of shaping and finishing off of borrow pits than specified in the standard specifications, measurement and payment for such extra work shall be made using daywork items as scheduled under this section."

B3108 MEASUREMENT AND PAYMENT

“Item

Unit

B31.01 Excess overburden
CHANGE ITEM 31.01 TO BE READ AS

FOLLOWS:

(a) Depth up to and including 0,5m m³ (b) Depth exceeding 0,5m and up to 1,0m m³

Measurement and payment shall be as specified for item 31.01 of the standard specifications with the abovementioned depth ranges applicable."


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

"Item	Unit
B31.04 Borrow Material	
<i>ADD THE FOLLOWING NEW ITEM:</i>	
(a)	The procurement of borrow pits and borrow Prov. Sum
	material Provisional Sum
	Handling cost and profit in respect of sub item (%)
(b)	B31.04 (a) above Percentage

Measurement and payment shall be in accordance with the provisions of clause 48(2) of the General Conditions of Contract. Payment to for the procurement of borrow pits and borrow material shall be made within fourteen (14) days after such order has been given by the engineer.

The contractor shall provide detailed proof of payment before payment shall be certified to the contractor.

The tendered percentage is an extra over percentage on the amount actually spent under subitem B31.04 (a)

B31.05/	Provision of wire-mesh fencing and gates	km
5500	around borrow pits	

The unit measure shall be a km of wire mesh fencing installed in consultation with the engineer. Payment shall be as specified under item 55.02 of the standard specification

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

ADD THE FOLLOWING AT THE END OF THE SECOND PARAGRAPH:

"For chemically stabilised layers the material shall conform to the requirements in table B3402/5."

B3405 CONSTRUCTION TOLERANCES

(e) Cross-section

DELETE THE SECOND PARAGRAPH AND REPLACE WITH THE FOLLOWING:

"The normal cross fall of the road wearing course where the road is in a straight horizontal alignment, is specified as 2% as shown on the drawings.

At any cross-section the measured cross fall between any two points shall at least be 2,3% and not more than 2,5%. At any cross-section the actual level at any point shall not be higher than 10mm above the computed level from the cross-section as specified and the actual level, if lower than the computed level, shall not be lower by more than that derived from the specifications for longitudinal grade and crossfall deviations."

(f) Surface regularity

ADD THE FOLLOWING:

"Where transverse construction joints in base layers are made between newly and previously constructed sections, the contractor shall exercise level control at such joints by installing level poles at 5m intervals on either side of the joint of the layer covering at least a 30m length into the newly constructed section."

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

ADD THE FOLLOWING:

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

"Test results and measurements shall be assessed by the engineer according to the provisions of Section 8300 of the standard specifications".

B3407 MEASUREMENT AND PAYMENT

"Item

Unit

B34.01 Pavement layers constructed from gravel taken from cut or borrow including free haul up to 1.0km
ADD THE FOLLOWING ITEM TO B34.01 (c),(f) and (g)

Gravel subbase (Unstabilized Material) compacted to:
(c) (ii) 95% of modified AASHTO density

- | | | |
|---|---|---|
| (1) Constructed from type G6 Material obtained from approved Borrow Pit | 3 | m |
| (2) Constructed from type G6 Material obtained from Commercial Sources | 3 | m |

The unit measurement and payment shall be cubic metre of completed subbase in place and compacted to the specified density. The quantity shall be calculated from the authorized dimensions of the layer as shown on the drawings or prescribed by the engineer.

The tendered rates shall include full compensation for procuring, furnishing, and placing all materials, including hauling the material over an unlimited free-haul distance where material is obtained from commercial sources, and over 1.0km free-haul distance where material is obtained from approved borrow pits.

Grave base (Chemically Stabilized Material) compacted to:
(f) (ii) 97% of modified AASHTO density

- | | | |
|---|---|---|
| (1) Constructed from type G6 Material obtained from approved Borrow Pit | 3 | m |
| (2) Constructed from type G6 Material obtained from Commercial Sources | 3 | m |

The unit measurement and payment shall be cubic metre of completed subbase in place and compacted to the specified density. The quantity shall be calculated from the authorized dimensions of the layer as shown on the drawings or prescribed by the engineer.

The tendered rates shall include full compensation for procuring, furnishing, and placing all materials, including hauling the material over an unlimited free-haul distance where material is obtained from commercial sources, and over 1.0km free-haul distance where material is obtained from approved borrow pits.

Gravel shoulder G7 material compacted to 93% of modified AASHTO density in 150 mm thick layers
(g) (i) With material from borrow pit
(1) 93% of modified AASHTO density m³

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The unit measurement and payment shall be as specified under measurement and payment under clause 34.01(g).

3500: STABILIZATION

B3502 MATERIALS

(a) Chemical stabilising agents

DELETE SUB-CLAUSES (II) ORDINARY PORTLAND CEMENT AND (III) PORTLAND BLAST-FURNACE CEMENT AND REPLACE WITH THE FOLLOWING:

"Cement shall comply with the relevant requirements of SANS 50197-1:2000. The use of strength classes greater than 32, 5 shall not be permitted.

On this contract CEM II 32.5(N) cement shall be used for stabilisation purposes."

Irrespective of the quantities of road lime or cement included in the pricing schedule, the actual quantities to be used shall be based on the stabilisation test results to be carried out during construction. The use of any one or any combination of the stabilising agents is thus possible."

B3503 CHEMICAL STABILISATION

(h) Curing the Stabilised work

ADD THE FOLLOWING TO PARAGRAPH:

"Method (iii) and (iv) shall not be applicable."

(i) Construction limitations

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

In Table 3503/1, delete "8 hours for ordinary Portland cements and cement blends" and replace with "3 hours"

ADD THE FOLLOWING:

"No stabilisation shall be done with falling air temperatures when the air temperature falls to below 70, or during rising air temperatures, when the air temperature is below 3⁰ C.

Moisture content tests shall not be undertaken more than one day in advance of in- situ stabilisation operations. Care shall be taken to ensure that samples are representative of the in-situ material. Checks shall be conducted when wet weather occurs between initial testing and work commencing on any section."

In Table 3503/1, delete "8 hours for ordinary Portland cements and cement blends" and replace with "3 hours".

B3506 TOLERANCES

(b) Uniformity of mix (chemical stabilisation)

The uniformity of mixing of the stabilization agent shall be controlled using the test methods prescribed in Clause 8206.

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:

"The test results and measurements will be judged in accordance with the provisions of Section 8300." **5100: PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION**

B5102 MATERIAL

(a) Stone

REPLACE THE 2ND PARAGRAPH WITH THE FOLLOWING:

"Unless suitable stone can be located on site, the stone for pitching shall come from commercial sources but, from whatever source, its use shall be subject to the prior approval of the engineer."

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

5200: GABIONS

B5201 SCOPE

ADD THE FOLLOWING PARAGRAPH

“This section also covers the removal, dismantling and stacking of existing gabion work, and the reuse of these materials were authorised by the engineer.”

B5203 CONSTRUCTION OF GABION CAGES

(a) General

ADD THE FOLLOWING NEW SUB-CLAUSE:

“(iii) Reno mattresses or similar may be used as alternative to gabion boxes. These Reno mattresses are to be manufactured of 80mm x 100mm mesh (2,5mm diameter wires, diaphragm spacing 0,6m).

B5204 CONSTRUCTING GABIONS


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

(c) Assembly

DELETE AND SUBSTITUTE WITH:

(c) Assembly, erection and stretching

(i) Assembly

"Prior to assembly, the gabion material shall be opened out flat on the ground and stretched to remove any kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even. The four corners of the gabion boxes shall be laced first followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvages. It shall then be passed round two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation.

(ii) Erection

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

(iii) Stretching

On completion of erection of a suitable length of gabion, the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes.

Whilst under tension the gabion boxes shall be securely laced along edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled."

(d) Rock filling

ADD THE FOLLOWING NEW SUB-SUB-CLAUSE:

(iii) General

"Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of rock of size not less than 120mm and not greater than 250mm so placed to produce a neat face and line with a minimum of voids.

Internal horizontal bracing wire shall be provided at 500mm vertical centres or such spacing to ensure a ratio of four to every 1m³ of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and horizontal bracing wires inserted as filling is brought up.

Similar bracing wires used vertically shall be provided in 0,5mm deep gabions at 330mm horizontal centres where water falls directly onto gabions or where a neat face is required.

Tension on the gabion boxes shall be released only when sufficiently full to prevent the mesh from slackening.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

Gabion boxes shall be overfilled by 20 to 50mm above their tops to allow subsequent settlement of the filling."

ADD THE FOLLOWING NEW SUB-CLAUSES:

(e) Final wiring

"Closing and wiring down of lids shall proceed as soon as possible after filling operations and certainly in the likelihood of storms or floods during construction. The wiring down shall consist of wrapping around wire at such intervals as required or specified.

Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all tying and bracing wires shall be turned into the gabion box on completion of all lacing operations.

Tightness of mesh, well packed filling and secure lacing is essential in all structures."

(f) Removal, dismantling and stacking of gabions

"Existing gabions, either damaged or not, that require to be removed or moved to a new location shall be dismantled. Material not required for re-assembly or unsuitable for re-use shall be neatly stacked at approved locations in accordance with the engineer's instructions. Payment will be made only for gabions removed in accordance with the written instruction of the engineer.

Where gabions require moving, or as declared suitable by the engineer are re-usable, the contractor shall re-use all the material, plus supply such new materials as may be required to re-assemble the gabion again to the standard specification for new gabions."

5600: ROAD SIGNS

B5601 SCOPE

Replace "South African Road Traffic Signs Manual" in the second paragraph with: "SADC Road Traffic Signs Manual"

"This section also covers the supply and erection of permanent danger plates at culverts and bridges at the locations indicated on the drawings or as directed by the engineer."

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards

ADD THE FOLLOWING:

"The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer's factory shall provide the Engineer with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the Contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification."

(a) (ii) Steel profile road signboards

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

ADD THE FOLLOWING:

"Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour."

B5604 ROAD SIGN FACES AND PAINTING

ADD THE FOLLOWING NEW SUBCLAUSE:

“(e) Application of retro-reflective material

All sign faces shall be faced with diamond grade retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification."

B5605 STORAGE AND HANDLING

ADD THE FOLLOWING:

"The following shall not be allowed on the sign face:

Drilling of holes, except for the fastening of overlays

Application of any form of adhesive cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material covering the sign face with an impermeable material that does not allow free circulation of air."

B5606 ERECTING ROAD SIGNS

(c) Erection

ADD THE FOLLOWING:

"After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retroreflective material's manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the Engineer."

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

ADD THE FOLLOWING:

"Existing overhead and ground mounted road signs that are being replaced by new signs shall be dismantled and disposed of by the Contractor. Where possible the dismantling of the signs shall not be before the replacement sign is erected and displayed. Where dismantling of the sign is required before erection of the replacement sign, the dismantling shall not take place until immediately before work is to

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

commence on the replacement, and the replacement shall be completed and the new sign displayed as soon as possible thereafter (within 72 hours).

Dismantling shall include sign panels and ground mounted sign supports.

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

Pay items are provided in the Bill of Quantities. Payment will differentiate between different types of sign panels."

5700: ROAD MARKING

B5701 SCOPE

REPLACE

"South African Road Traffic Signs Manual"

IN THE SECOND PARAGRAPH WITH:

"SADC Road Traffic Signs Manual"

B5702 MATERIALS

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(b) Road studs

REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:

“All square road studs shall have a footprint of 100mm x 100mm and a height of 20mm. Round road studs shall be 100mm in diameter and 20mm in height. Only non-metallic products with glass as reflective material shall be used. Shank road studs shall be used on the outside slow lane shoulders and only where the pavement layers are appropriate. The road studs shall be fixed to the road with an approved bituminous based adhesive.”

B5706 SETTING OUT THE ROAD MARKINGS

ADD THE FOLLOWING:

“Where road markings are to be replaced after milling/overlay seal, it is essential that all existing barrier lines and other road marking lines be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of barrier lines shall be reassessed on site by the Engineer before the Contractor commences with the road marking.”

B5707 APPLYING THE PAINT

ADD THE FOLLOWING:

“The Contractor’s establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be onsite or is required to move within the site.”

B5711 GENERAL

INSERT THE FOLLOWING INTO THE LAST SENTENCE OF THE LAST PARAGRAPH BETWEEN “BLACK PAINT” AND “OR CHEMICAL PAINT REMOVER”:

“, bituminous emulsion, slurry”

ADD THE FOLLOWING TO THE LAST PARAGRAPH:

“Where black paint is used, it shall be matt.”

ADD THE FOLLOWING NEW CLAUSE:

“B5715 REMOVAL OF EXISTING ROAD STUDS

The existing road studs shall be removed from the road surface prior to milling.”

5900: ROAD MARKING

B5901 SCOPE

IN THE FIRST LINE OF THE SECOND PARAGRAPH, INSERT THE FOLLOWING AFTER ‘THIS SECTION’

“...distinguishes between new construction and renewal construction. When construction is new, as in the case of new alignments for example, then this section”


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

B5902 FINISHING THE ROAD AND ROAD RESERVE

RETAIN THE EXISTING PARAGRAPHS AS NEW SUB-CLAUSE:

“(a) New construction”

REPLACE THE SIXTH PARAGRAPH WITH:

“All materials resulting from the finishing operations shall be disposed of at approved spoil sites.”

ADD THE FOLLOWING:

“(b) Renewal construction

After completing construction work within the site, the contractor shall ensure that all construction generated or related material that may have been swept, windrowed, stockpiled, stored or spread beyond the road surface is removed. This shall be done before any other rehabilitation work is undertaken, including shaping, top soiling and grassing. Should, during the removal of construction generated or related material, existing vegetation or topsoil be disturbed or destroyed, the contractor shall, at his own cost, re-instate the road reserve to its original state. This shall include ripping, should the construction material have compacted the existing surface.

Culvert inlets and outlets, culvert barrels, and open drains shall be cleared of debris, soil, silt and other material generated from the construction activities.

The surfacing shall be cleared of all dirt, mud and foreign objects. Dragging, pushing or scraping material across the finished surfacing shall not be permitted.

All junctions, intersections, islands, kerbing and other elements making up the completed works shall be neatly finished off.

The contractor shall ensure that all undesirable plants have been removed from the road reserve and borrow pit areas.

All materials resulting from the finishing operations shall be disposed of at approved spoil sites.”

5900 : FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

B5902 FINISHING THE ROAD AND ROAD RESERVE

Add the following to the first paragraph:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

“The contractor shall pay special attention to the collection and removal of all waste materials originating from the construction activities. All materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the engineer.

This requirement shall be deemed to be incorporated in the Tendered rates for item 59.01 of the bill of quantities or such other items as the contractor may decide upon.

The engineer may order additional finishing of the road reserve which will entail the collection and disposal of loose rocks etc. No separate payment for this work will be made cost should be included under section 5600 of these project specifications.”

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

7300: CONCRETE BLOCK PAVING FOR ROADS

B7302 Materials

(c) Concrete paving blocks *Add*
the following:

“The concrete paving blocks shall be 80mm interlocking blocks” of 25MPa strength.”


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

C3.3: PARTICULAR SPECIFICATIONS

In addition to the Standard Specifications and the Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter:

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION	C121
PART D: OHSA 1993 HEALTH AND SAFETY SPECIFICATION	C135
PART E: SMALL CONTRACTOR DEVELOPMENT.....	C130 <u>C3.3</u>

PARTICULAR SPECIFICATIONS

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C.1 General

In order to ensure that the construction work is carried out in an environmentally sensitive manner, strict compliance with the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- ☐ Encourage good management practices through planning and commitment to environmental issues,
- ☐ Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- ☐ Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- ☐ Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- ☐ Train employees and contractors with regard to environmental obligations.

C.2 Training and Induction of Employees

- ☐ The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes subcontractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, subcontractors and suppliers.

C.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- ☐ Time, date and nature of the complaint,
- ☐ Type of communication (telephone, letter, etc),
- ☐ Name, contact address and telephone number of the complainant, ☐ Response and investigation undertaken and ☐ Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- ☐ Time, date, location and nature of the incident, ☐ Actions taken and by whom.

C.4 Site Cleanliness and Neatness

- ☐ Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- ☐ The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- ☐ All materials, equipment, plant and vehicles must be stored within the construction camp.
- ☐ A dedicated area must be made available for construction staff to change and store their personal belongings.

C.5 Access

- ☐ Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- ☐ Access roads utilised by the Contractor must be maintained in good condition.

C.6 Borrow Pits

- ☐ Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- ☐ Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- ☐ Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

C.7 Dust Control / Air Quality

- ☐ Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- ☐ Ensure that vehicles and equipment are in good working condition and that emissions are not excessive.
- ☐ Special care must be taken in areas where the route passes close to schools and residential areas.
- ☐ The speed of construction vehicles must be reduced.

C.8 Fauna

- ☐ Contractor staff may not chase, catch or kill animals encountered during construction.

C.9 Fire Prevention and Control

- ☐ Smoking is prohibited in the vicinity of flammable substances.
- ☐ The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- ☐ Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owners' lands.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C.10 Grave Sites

- ☐ Gravesites in close proximity to the road must not be disturbed during construction.

C.11 Materials Handling and Spills Management

- ☐ Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- ☐ The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- ☐ Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- ☐ Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- ☐ Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- ☐ The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- ☐ The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- ☐ All spills are to be recorded in the environmental incident book.

C.12 Noise

- ☐ Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- ☐ All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- ☐ Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C.13 Pollution Control

- ☐ Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- ☐ All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C.14 Rivers and Streams

- ☐ During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- ☐ Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- ☐ Erosion control measures must be employed both during and after construction.
- ☐ No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C.15 Safety

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- ☐ Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- ☐ Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- ☐ The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- ☐ Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C.16 Soil Management

- ☐ Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- ☐ Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- ☐ Spoil from cuts may be used in existing erosion gullies.
- ☐ Stone pitching and gabions should be constructed at pipe culvert outlets.
- ☐ Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- ☐ If necessary an absorbent such as Peat Sorb should be used to aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- ☐ Servicing and refuelling of vehicles must only be carried out at the construction camp.

C.17 Worker Conduct

Code of Conduct for Construction Personnel:

- ☐ Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- ☐ Do not set fires.
- ☐ Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- ☐ Do not drive a construction-related vehicle under the influence of alcohol.
- ☐ Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- ☐ Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- ☐ Do not litter along the roadsides, including both the public and private roads.
- ☐ Do not pollute any water bodies (whether flowing or not).
- ☐ No member of the construction team is allowed to enter the areas outside the construction site.

C.18 Traffic Disturbances and Diversions

- ☐ Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

C.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets, etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C.11 and C.16.

C3.3 PARTICULAR SPECIFICATIONS

PART D: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

D1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, the Engineer, inspectors and all other persons entering the site of works.

This specification shall be read in conjunction with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993 and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations.

In terms of the OHSA Agreement in Section C1.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right,

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

responsible for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Engineer, subcontractors, employees, representative trade unions and any other persons entering the site of works.

D1.1 Information based on the Employer's baseline risk assessment

The information presented in this subclause D1.1 is based on the Employer's baseline risk assessment prepared specifically for this contract.

This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

This information is neither prescriptive nor exhaustive, and is provided as a guideline to Tenderers in preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

The following aspects of this project carry the risk of possible injuries:

- ☐ Operation and maintenance on the site of heavy civil engineering plant such as excavators, bulldozers, front end loaders, tippers, TLBs, compaction equipment, rock breaking plant, water pumps, concrete mixers, ready mixed concrete trucks, batch plants, cranes, concrete pumps, compressors, pneumatic tools, generators, etc.
- ☐ Use on the site of power tools and hand tools.
- ☐ Handling of materials such as scaffolding, formwork, timber planks, steel wire, reinforcement, cement bags, concrete materials and hand stone.
- ☐ Storage and handling of flammable materials such as fuels, oils, adhesives, and painting and cleaning products including bituminous paint.
- ☐ Storage and handling of herbicides and ant poisons.
- ☐ Presence of open excavations for the box culvert, manholes and stormwater pipe trenches. ☐ Risks related to general safety and security on site.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessarily covered in the above.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

D2. DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **“Employer”** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as **“client”** as defined in the Construction Regulations 2014. **“Employer”** and **“client”** are therefore interchangeable and shall be read in the context of the relevant document.
- (b) **“Contractor”** wherever used in the contract documents and in this specification, shall have the same meaning as **“Contractor”** as defined in the General Conditions of Contract 2015.

In this specification the terms **“principal contractor”** and **“contractor”** are replaced with **“Contractor”** and **“subcontractor”** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (c) **“Engineer”** where used in this specification, means the Engineer as defined in the General Conditions of Contract 2015. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

D3. TENDERS

This Health and Safety Specification forms an integral part of the Contract and Tenderers are required to use it during the tender phase for pricing the preparation of a project specific Health and Safety Plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during construction. Tenderers must forward a copy of this Specification to all other persons or organisations that may be submitting prices to the Tenderer during the tender stage to enable them to include the cost of preparing their own Health and Safety Plan, relevant to their particular operation, and for compliance with the health and safety requirements during construction. Payment items are included in the Schedule of Quantities for compliance with the Occupational Health and Safety Act and Construction Regulations and with this Specification.

Tenderers are required to complete Form J ‘Contractor’s Health and Safety Declaration’ in section T2.2 ‘Returnable Schedules’.

Failure to submit the foregoing with his tender and/or to provide realistic rates for relevant payment items will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely and in accordance with the Act and Construction Regulations.

D4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.

A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Engineer, subcontractors, employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2
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D5. HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Engineer, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

D6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS D6.1

Appointments

The Contractor shall appoint in writing all employees.

The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7.

D6.2 Health and safety induction training

No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

D6.3 Medical certificate of fitness

The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

D7. APPOINTMENT OF SAFETY PERSONNEL

D7.1 Construction manager

Refer to Construction Regulation 8(1), (2), (3) and (4).

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The Contractor shall appoint a full-time **construction manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety compliance.

The Contractor may also have to appoint one or more **assistant construction managers** to assist the construction manager where justified by the scope and complexity of the works.

D7.2 Construction health and safety officer

Refer to Construction Regulation 8(5) and (6).

Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a full-time or part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Labour and shall have the necessary competence and resources to perform his/her duties diligently.

D7.3 Construction supervisor

Refer to Construction Regulation 8(7), (8), (9) and (10).

The Contractor shall appoint a **construction supervisor** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

The Contractor may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

D7.4 Health and safety representatives

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor, being the Employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

D7.5 Health and safety committee

In terms of **Section 19 of the Act (OHSA 1993)**, the Contractor (as employer) shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

D7.6 Competent persons

The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work in all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities for compliance with all requirements of the Construction Regulations.

D8. RECORDS AND REGISTERS

The Contractor is bound to keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the Engineer, subcontractors, employees and representative trade unions.

D9. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatary (employer) for the contract under consideration.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

D10. MEASUREMENT AND PAYMENT

It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the health and safety measures required in terms of the Act and Regulations during the construction process.

(a) Safety appointments

No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the construction manager, any assistant construction managers, the construction health and safety officer, the construction supervisor, any assistant construction supervisors, health and safety representatives, health and safety committee members and competent persons, all as referred to in subclauses D7.1 to D7.6 above.

The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons.

(b) Records and registers

The keeping of records and registers related to health and safety on site as described in clause E8 above shall be regarded as a normal duty of the Contractor for which payment shall be deemed to be included in the Contractor's various tendered rates and prices, and for which no separate additional payment will be made except to the extent provided in item B13.02 of the Schedule of Quantities.

(c) Medical certificates

No separate additional payment will be made to cover the costs related to obtaining the medical certificates of fitness required for every employee, including subcontractors and their employees, issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such medical certificates.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C3.3 PARTICULAR SPECIFICATIONS

PART E: SMALL CONTRACTOR DEVELOPMENT

E1001 SCOPE

This section covers construction aspects relating to the processes by which the construction industry develops emerging small contractors.

E1002 DEFINITIONS AND APPLICABLE LEGISLATION

(a) Definitions

Unless inconsistent with the context, in these specifications the following terms, words or expressions shall have the meanings hereby assigned to them:

Contract Participation

Contract Participation in terms of this contract is a process by which the Employer implements Government's objectives by setting a target relating to small contractor development which the Contractor shall achieve as a minimum.

Contract Participation Goal (CPG)

Contract Participation Goal is the monetary value of the target set by the Employer in the Contract Participation process.

Contract Participation Performance (CPP)

Contract Participation Performance is the measure of the contractor's progress in achieving CPG.

Targeted Enterprise

A Targeted Enterprise is any company engaged by the Contractor as a subcontractor and which is registered with the Construction Industry Development Board (CIDB) in a grading ranging from 1CE to 3CE and which is registered by the CIDB as a Potentially Emerging (PE).

(b) Applicable Legislation

The following Acts, as amended from time to time, are predominant amongst those which apply to the construction industry and are listed here for reference purposes only:

- The Constitution of South Africa;
- Public Finance Management Act No.1 of 1999;
- Preferential Procurement Policy Framework Act No. 5 of 2000; - Construction Industry Development Board Act No. 38 of 2000; - Broad-Based Black Economic Empowerment Act No.5 of 2003.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

E1002 CONTRACT PARTICIPATION

(a) Objective

Governments objective for this contract in terms of broad-based black economic empowerment initiatives is to develop emerging small contractors that qualify as Targeted Enterprises as defined above.

(b) Contract Participation Targets

Contract participation is the process by which the Employer implements Government's objectives.

The Employer sets a target for construction by specified entities, the rand value of which is based on the services and work undertaken by the specified entities and measured as a percentage of the Contractor's final certified value of work completed (excluding VAT) measured at the date of issue of the Certificate of completion. The contractor is obliged to commit to or exceed the target stated in section C1.2.2 Contract data, Part A: Data provided by the Employer.

(c) Contract Participation Goal (CPG)

The CPG is the monetary value of the target set by the Employer and will be calculated as follows:

$$\text{CPG} = \text{final contract value (excluding VAT)} \times (\text{target \% set by the Employer for Targeted Enterprises}).$$

The final contract value is the total value of certified work measured at the date of issue of the Certificate of Completion.

(d) Contract Participation Performance (CPP)

The CPP is the monetary value of the Contractor's actual progress toward achievement of the CPG calculated as follows:

$$\text{CPP} = \text{total value (excluding VAT) of contribution by Targeted Enterprises}$$

The Contractor's Contract Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the CPG. The basis of monitoring shall be the levels of the individual contributions for Targeted Enterprises. Monthly returns, in a format approved by the Employer, are required from the Contractor and shall be submitted with each interim payment certificate.

To assist in the measurement of CPP, the Contractor shall include in his contract programme details of how he will achieve CPG. The detail shall be provided not later than one month after the Engineer has accepted the original construction programme and shall be updated with every subsequent revision of the programme.

In the event that the Contractor fails to achieve the Contract Participation Goal (CPG) and fails to provide reasons which may be acceptable to the Employer, the Contractor shall be liable for a penalty as prescribed in classes SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract. The penalty shall be calculated as follows:

$$\text{Penalty} = 10\% \text{ of the monetary value by which the achieved monetary value (CPP) falls short of the target monetary value (CPG)}$$

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

= 10% of (CPG – CPP)

The penalty shall be applied on a pro rata basis according to a monthly evaluation of achievements against the programmed utilisation.

(e) Accredited Registration

CPP for Targeted Enterprises shall only be accepted if the respective Targeted Enterprises for which services or work is being claimed as having been performed are registered with the CIDB in one of the defined categories. In addition, documentary evidence that such Targeted Enterprise are registered with the South African Revenue Services (SARS) shall be lodged with the Engineer before the work or service may be considered as having been performed by a Target Enterprise. The responsibility for producing evidence of such registration documentation shall rest with the Contractor.

(f) Record Keeping

The Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each Targeted Enterprise's progress during construction, starting from the award of a subcontract to a Target Enterprise until the successful completion of the subcontract work or termination of the subcontract.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C4: SITE INFORMATION

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C4.1 LOCALITY PLAN

The route in question is located under Moretele Municipality which falls within the jurisdiction of Bojanala Platinum District Municipality, in the North West Province. The locality plan of the Township is illustrated in the Figure below. For reference purposes, the Townships will be referred to as Ward 19

C4.1.1 Material site investigation

Materials site investigations have been carried out for the existing road and borrow pit areas and all the information will be available during Compulsory site Inspection.

C4.1.2 Pavement and layer works design

The Pavement and layerworks design are based on COLTO TRH 4, and is as specified in the Construction drawing and project specifications.

C4.1.3 Structures – Bridges and Major Culverts

Foundation design – as per construction drawings and project specifications. Details of structures – as per construction drawings.

C4.1.4 Services

Visible services were identified during the topographic survey and are shown on plans. The contractor will be instructed to expose any services identified during construction.

The contractor will be responsible for the relocation of services affected by the project works.

C4.1.5 Traffic counts

No Traffic counts in the project area were carried.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

C4.2 EXAMPLE OF CONTRACT SIGNBOARD DETAILS

A project notice board, constructed in accordance with the details provided, is to be provided by the Contractor as part of the contract and erected in the position indicated by the Employer's Agent on site. The wording shall be approved prior to signwriting. The board shall remain in place until the end of the defects liability period at which time it shall be removed by the Contractor.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2
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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2