



# THABAZIMBI LOCAL MUNICIPALITY

RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7

BID NO.: TECH/13/2020-21

## TENDER DOCUMENT

TENDER SHALL HAVE THE CIDB CLASS GRADING OF: 2CE PE / OR HIGHER

TENDERER: \_\_\_\_\_

AMOUNT TENDERED: \_\_\_\_\_

AMOUNT IN WORDS: \_\_\_\_\_

\_\_\_\_\_

CIDB REG NUMBER: \_\_\_\_\_

CIDB GRADING: \_\_\_\_\_

### *Issued By*

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**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

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# **THE TENDER**

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**PART T1: TENDERING PROCEDURES**

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**T1.1 BID NOTICE AND INVITATION TO BID**

Experienced bidders in civil construction work are hereby invited for the **RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING EXTENTION 7** project. Evaluation will be conducted based on 80/20-point system and functionality will be as follows:

<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>
Qualification of key personnel and company structure	20
Financial references	5
Company Experience	20
Plant and Equipment	8
<b>Total Evaluation points:</b>	<b>53</b>

A **minimum qualifying score of 35** must be achieved for functionality.

Bid documents containing the Conditions of Bid and any other requirements in terms of the supply chain management policy will be downloadable from e-tender Publication Portal at [www.etenders.gov.za](http://www.etenders.gov.za) and can also be downloaded from the municipal website at [www.thabazimbi.gov.za](http://www.thabazimbi.gov.za).

Bid will be evaluated under the provision of the following Acts and its Regulations: Municipal Finance Management Act, (Act 56 of 2003); PPPFA; Supply Chain Management Policy of the Policy of the Municipality in accordance with the Specifications and in terms of 80/20 preferential points system.

Sealed Bid Documents must be submitted in an envelope clearly **marked “TECH/13/2020-21: RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING EXTENTION 7”** on the outside and must reach the undersigned by depositing it into the Municipal Tender Box, by no later than **12:00 pm on the 27 May 2021**. All bids will be opened in public at the Municipal Chamber.

The Municipality is not bound to accept the lowest or any Bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of **ninety (90) days** after the closing date of the submission thereof.

There will be **No Briefing session** due to Covid - 19

Bids which are late, incomplete, unsigned, completed by pencil, sent by telegraph, facsimile, electronic or e-mail and without compulsory required documents will be disqualified.

**N.B: NO BID WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAINS MANAGEMENT REGULATION)**

All Technical Enquiries will be directed to J Sifunda on 072 066 9724 and all Procurement Enquires will be directed to P Selalome on 082 864 8837 and B K Monyeki on 066 008 3752 at Thabazimbi Local Municipality

**TENDERER SHALL HAVE A CIDB CLASS GRADING OF: 2 CE PE OR HIGHER**

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**T1.2 TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

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 of inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the sub-clause in the Standard Conditions of Tender to which it mainly applies.

Subclause	Data
F.1.1	The employer is <b>THABAZIMBI LOCAL MUNICIPALITY.</b>
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p><b>THE TENDER</b></p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 20px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 20px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 20px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p style="padding-left: 20px;">T2.4 Other Schedules and Documents that will be Incorporated into the Contract</p> <p><b>THE CONTRACT</b></p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 20px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 20px;">C1.2 Agreement in Terms of the Occupational Health &amp; Safety Act</p> <p style="padding-left: 20px;">C1.3 Guarantee</p> <p style="padding-left: 20px;">C1.4 Form Agreement in Terms of the Mine Health and Safety Act</p> <p style="padding-left: 20px;">C1.5 Appointment in Terms of Section 4 of the Mine Health and Safety Act</p> <p style="padding-left: 20px;">C1.6 Mine Health and Safety Act No 29</p> <p style="padding-left: 20px;">C1.7 Agreement in Terms of the Mine Health and Safety Act</p> <p style="padding-left: 20px;">C1.8 Contract Data</p> <p>Part C2: Pricing data</p> <p style="padding-left: 20px;">C2.1 Pricing instructions</p> <p style="padding-left: 20px;">C2.2 Bills of quantities</p> <p style="padding-left: 20px;">C2.3 Summary of Bills of Quantities</p> <p style="padding-left: 20px;">C2.4 Calculation of Tender Sum</p>

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Subclause	Data
	<p>Part C3: Scope of work  C3.1 Description of Works  C3.2 Engineering  C3.3 Procurement  C3.4 Construction  C4.5 Management</p> <p>Part C4: Site information  C4.1 Site Information  C4.2 Locality Plan</p> <p>Part C5: Annexures  C5.1 : Proforma Documents  C5.2 : Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)  C5.3 : Contract Drawings</p>
F.1.4	<p>The employer's agent is:  Name: <b>Patrick Manyowa</b>  Company: <b>T2-Tech Engineers (PTY) LTD</b>  Address: <b>Maweja House</b>  <b>16A Church Street</b>  <b>Polokwane,0700</b>  Tel: <b>015 291 3320</b> Fax: <b>015 295 2116</b>  E-mail: <b><u>t2ce@mweb.co.za / office@t2tech.co.za</u></b></p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2 CE PE or higher, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) Ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB or can provide proof of having registered.</li> <li>2. the lead partner has a contractor grading designation in the 2CE PE or higher and 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 2 CE PE that meet the conditions as stipulated in the tender document class of construction work are eligible to submit tenders.</li> </ol>
F.2.7	<p>The arrangements for a compulsory clarification meeting are:</p>



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Subclause	Data
	<b>No briefing session due to Covid-19</b>
F.2.12	<p>If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: <b>Thabazimbi Local Municipality, no. 7 Rietbok Street, Thabazimbi</b></p> <p>Identification details: <b>Bid Number: TECH/13/2020-21.</b> Project Name: <b>RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING EXTENTION 7</b></p>
F.2.13. & F.3.5	A two-envelope procedure will not be followed.
F.2.15	Closing time for submission of tender offers is: <b>12H00 pm on 27 May 2021.</b>
F.2.15	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is <b>90 days.</b>
F.2.17	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.18	<b>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.</b>

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Subclause	Data
F.2.23	<p>The tenderer is required to submit with his tenders a Valid Tax Clearance Certificate from the South African Revenue Services (“SARS”) certifying that the tenderer’s taxes are in order or that suitable arrangements have been made with SARS.</p>
F.3.4	<p>The time and location for opening of tender offers:  <b>12H00 pm on 27 May 2021</b>    Location: <b>Thabazimbi Local Municipality</b></p>
F.3.11	<p><b>Evaluation of Bid Offers</b></p> <p>The procedure for evaluation of responsive tenders is the 80/20 preference point system as contained in the preferential procurement point system policy <b>MBD 6.1</b>.</p> <p>The financial offer will be scored using the following:</p> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where:    <math>P_s</math>    =    Points scored for tender under consideration;                   <math>P_t</math>    =    Price of tender under consideration; and                   <math>P_{\min}</math> =    Price of lowest acceptable tender.</p>

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Subclause	Data
	<p><b>Notice to bidders.</b></p> <p><b>SPECIAL DISQUALIFICATION CRITERIA</b></p> <p>1. All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/ conditions, will be eliminated from further evaluation.</p> <p>2. Critical criteria</p> <p>The following critical criteria have been identified for this bid and any non-compliant thereto will led to the bid regarded as non-responsive and disqualified from further evaluation:</p> <ul style="list-style-type: none"> <li>• No tender briefing due to covid-19 regulations</li> <li>• Power of attorney / authority for signatory of JV</li> <li>• Valid Tax Clearance attached (If JV, for Both) and SARS PIN</li> <li>• CIDB Grading of 2CE PE or Higher.</li> <li>• Form of offer Completed in figures and words.</li> <li>• Document filled in with a black pen.</li> <li>• All pages signed or initiated.</li> <li>• Certified copy of B-BBEE Certificate (If JV, certified copy of consolidated B-BBEE Certificates)</li> <li>• Certified copies of CIPC Registration (If JV, for both)</li> <li>• Certified ID Copies of all directors/members/shareholders of company/business/ (If JV, for Both)</li> <li>• Proof of maintaining a business bank accounts or original cancelled cheque or originally Stamped bank confirmation (If JV, a joint venture business account should be provided)</li> <li>• Signed and Initialized JV Agreement (if applicable)</li> <li>• Letter of intent for Providing Guarantee must be from a Reputable Institution.</li> <li>• Original Letter of Good Standing with Compensation Commission (Compensation for Injuries and Disease Act)</li> <li>• Occupational Health and Safety Plan</li> <li>• Proof of Municipal Rates and Taxes/Letter from Tribal Authority/ Lease agreement must be attached/ or all directors/trustees/members (Not older than 3 months)</li> <li>• No Price amendment without signature in the bills of quantity</li> <li>• Certificate of non-collusion</li> <li>• Completed and signed all MBD documents (MBD04,08 AND 09)</li> <li>• Completed MBD 5 and submit audited statements (AFS)-Only where the tender amount exceeds R10Mil including vat)</li> <li>• Non-Alteration to the bid document or submission of a copy of the original bid document will <u>Amount</u> to disqualification.</li> </ul>

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Subclause	Data																					
	<b>NB: BIDDERS WHO FAIL TO COMPLY WITH EITHER OR ALL OF THE ABOVE-MENTIONED REQUIREMENTS SHALL BE AUTOMATICALLY DISQUALIFIED.</b>																					
	<p><b>Functionality Evaluation Criteria</b></p> <p><b>A minimum qualifying score of 35</b></p> <p><b>MBD must be achieved for functionality.</b></p> <table border="1" data-bbox="384 611 1474 1955"> <thead> <tr> <th data-bbox="384 611 620 763">Criteria</th> <th data-bbox="620 611 786 763">Maximum points</th> <th data-bbox="786 611 1174 763">Description of requirements</th> <th data-bbox="1174 611 1474 763">Maximum Attainable Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="384 763 620 1798" rowspan="4">Qualification of key personnel and company structure (CV, ID and Qualifications to be submitted)</td> <td data-bbox="620 763 786 1798" rowspan="4">20</td> <td data-bbox="786 763 1174 1048">Project/Contract manager has B-Tech Civil/BEng Civil Engineering or Higher with experience on similar projects.</td> <td data-bbox="1174 763 1474 1048">5 or Higher years exp -8  3-4 years Exp – 5  1-2 Years Exp – 3</td> </tr> <tr> <td data-bbox="786 1048 1174 1379">Site Agent/Manager has a N.D Civil Engineering or Higher with experience on similar projects.</td> <td data-bbox="1174 1048 1474 1379">4 or Higher years Exp – 6  2-3 years Exp – 4  1-year Exp – 2</td> </tr> <tr> <td data-bbox="786 1379 1174 1615">Foreman Technical certificate N6 in Civil Engineering of Higher with experience of similar projects.</td> <td data-bbox="1174 1379 1474 1615">4 or Higher years Exp – 3  2-3 years Exp - 1</td> </tr> <tr> <td data-bbox="786 1615 1174 1798">Safety Officer has NQF level 5 with experience in civil related projects.</td> <td data-bbox="1174 1615 1474 1798">2 or Higher years Exp – 3  1-year Exp - 2</td> </tr> <tr> <td data-bbox="384 1798 620 1955">Financial References</td> <td data-bbox="620 1798 786 1955">5</td> <td data-bbox="786 1798 1174 1955">Letter of Good Standing from the financial institution.</td> <td data-bbox="1174 1798 1474 1955">5</td> </tr> </tbody> </table>				Criteria	Maximum points	Description of requirements	Maximum Attainable Points	Qualification of key personnel and company structure (CV, ID and Qualifications to be submitted)	20	Project/Contract manager has B-Tech Civil/BEng Civil Engineering or Higher with experience on similar projects.	5 or Higher years exp -8  3-4 years Exp – 5  1-2 Years Exp – 3	Site Agent/Manager has a N.D Civil Engineering or Higher with experience on similar projects.	4 or Higher years Exp – 6  2-3 years Exp – 4  1-year Exp – 2	Foreman Technical certificate N6 in Civil Engineering of Higher with experience of similar projects.	4 or Higher years Exp – 3  2-3 years Exp - 1	Safety Officer has NQF level 5 with experience in civil related projects.	2 or Higher years Exp – 3  1-year Exp - 2	Financial References	5	Letter of Good Standing from the financial institution.	5
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Subclause	Data			
	Company Experience	20	<p><b>5 Points for each project completed.</b></p> <p>Zero (0) similar projects completed successfully. 0</p> <p>One (1) similar project completed successfully. 5</p> <p>Two (2) similar projects completed successfully. 10</p> <p>Three (3) similar projects completed successfully. 15</p> <p>Four (4) similar projects completed successfully. 20</p>	
	Plant and Equipment	8	<p>Excavator x 1</p> <p>Grader x 1</p> <p>TLB x 1</p> <p>Tipper Truck x 2</p> <p>Water cart x 1</p> <p>Self-Propelled roller x 1</p>	<p>2 – Owned 1 – Hired</p> <p>2 – Owned 1 – Hired</p> <p>2 – Owned 1 – Hired</p> <p>2 – Owned 1 – Hired</p> <p>1 – Owned 0.5 – Hired</p> <p>1 – Owned 0.5 – Hired</p>
	<b>Total Maximum Points</b>	<b>53</b>		
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <p>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</p> <p>b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act</p>			

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<b>Subclause</b>	<b>Data</b>
	<p>of 2004 as a person prohibited from doing business with the public sector; and</p> <p>c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.</p>
F.3.18	The number of paper copies of signed contract to be provided by the Engineer is <b>Three (3)</b> .
	<p>Labour Content: The minimum Labour content for this project shall be <b>35%</b></p> <p>Sub-Contracting: The minimum percentage of the contract to be subcontracted shall be <b>30%</b></p>
	<p><b>Eligibility requirements</b></p> <p>A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff.</p>
	<p><b>Tender Qualification: Labour Intensive Contracts</b></p> <p>To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:</p> <p>(a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project) and applying trained supervisory staff on a full-time basis for the execution of the works.</p> <p>(b) Liquid assets/or credit facilities covering the expected expenditures for two full work months;</p> <p>(c) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment;</p> <p>(d) The contractor will carry out the works using labour based work methods as described in the Special Conditions of Contract.</p>

## **PART T2: RETURNABLE DOCUMENTS**

The tenderer must complete the following returnable documents:

T2.1	RETURNABLE SCHEDULES FOR TENDER EVALUATION.....	T.16
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION .....	40
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**T2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION**

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**T2.1 A CERTIFICATE OF AUTHORITY**

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

**A. 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/Mrs.....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.

As witness

1.....  
.....  
Chairman

2.....  
.....  
Date

**B. Certificate of partnership**

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

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

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**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company .....,

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

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

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

**D. Certificate for sole proprietor**

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

As Witness:

1.....  
Signature: Sole owner

2.....  
Date

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**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

**T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that

..... (Tenderer)

of

.....(address)

Was represented by the person(s) named below at the compulsory meeting held for all tenderers at  
..... (Location) on..... (Date), starting  
at.....

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

Particulars of person(s) attending the meeting:

Name ..... Signature.....

Capacity.....

Name..... Signature.....

Capacity.....

Attendance of the above persons at the meeting is confirmed by the employer's representative/  
engineer, namely:

Name..... Signature.....

Capacity..... Date & Time.....

**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

**T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS**

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

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

	<b>Name and address of proposed Subcontractor</b>	<b>Company Registration Number &amp; CIDB Classification</b>	<b>Description of Work to be executed by Subcontractor</b>
1.			
2.			
3.			
4.			
5.			

Signed..... Date.....

Name..... Position.....

Tenderer.....

**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

**T2.1 D SCHEDULE OF PLANT AND EQUIPMENT**

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

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

<b>Quantity</b>	<b>Description, size, capacity, etc.</b>

Attach additional pages if more space is required.

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

<b>Quantity</b>	<b>Description, size, capacity, etc.</b>

Attach additional pages if more space is required

Signed..... Date.....

Name..... Position.....

Tenderer.....



**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

**T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

No.	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed..... Date .....

Name..... Position.....

Tenderer.....





**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

**T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE**

Should the combined, extended total tendered for the following Item:

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

Exceed a maximum of 15 % of the tender sum (excluding VAT), the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.

Total tendered for the above-mentioned items expressed as a percentage of the tender sum (excluding VAT): .....% (insert percentage).

<b>ESTABLISHMENT OVER AND ABOVE OF THE ABOVE-MENTIONED ITEMS</b>		
<b>ITEM</b>	<b>PORTION OF RATE OR SUM (R)</b>	<b>VALUE (RANDS)</b>
<b>TOTAL VALUE</b>		

SIGNED ON BEHALF OF TENDERER: .....

**Note to Tenderer:**

**If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item 13.01) by including such additional compensation in the tendered rates and/or lump sum of items in the bill of quantities, these items and the value of such additional compensation shall also be set out in a letter attached to this form.**

**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

**T2.1 I CERTIFICATE OF NON-COLLUSIVE TENDER**

**1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:**

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) Cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER: .....

**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

**I: CERTIFICATE OF NON-COLLUSIVE TENDER (continued)**

**2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:**

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) Cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER: .....

**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

**T2.1 J COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND  
CONSTRUCTION REGULATIONS, 2014**

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER: .....

**Note to tenderer:**

**Discovery that the tenderer has failed to make proper disclosure may result in THABAZIMBI LOCAL MUNICIPALITY terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.**

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EXTENTION 7**

**T2.1 K REGISTRATION CERTIFICATE OF AN ENTITY**

The Central Supplier Data Base (CSD) Full Report will be used to verify the company details including its directors or members

**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

**T2.1 L SARS PIN NUMBER/ CSD FULL REPORT**

**Important notes:**

A SARS PIN Number document must be attached to this page which will be used to verify the company Tax status alternatively a CSD Full Report will be printed to verify the company Tax status. Where a bidder's Tax status is found to be non- compliant, the bidder will be disqualified.

**T2.1 M REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND  
DEVELOPMENT PROGRAMME**

**M1 General**

The employer requires the active participation of the contractor in this aspect of the contract.

Forms RDP 1 (E) to RDP 4 (E) apply to this section and must be completed and submitted with the tender.

The tenderer's submissions under this item will be taken into consideration when evaluating tenders received.

**M2 Definitions**

**M2.1 Contract Participation Goal (CPG)**

The value of goods, services and works, excluding VAT, for which the contractor proposes to engage labour or ABEs.

**M2.2 Affirmable Business Enterprise (ABE)**

A business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and independent enterprise for profit, providing a commercially useful function and

- a) which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and
- b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided, however, that, during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:
  - 1) R10 million in respect of contractors who mainly perform Civil Engineering Services.
  - 2) R2,5 million in respect of labour-only subcontractors



**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

- 3) R10 million in respect of Manufacturers
- 4) R15 million in respect of Suppliers
- 5) R2,5 million, exclusive of any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and
- 6) R2, 5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals (PDI) within the business entity and Affiliated Entities does not exceed one and a half (1, 5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.

**M2.3 “Historically Disadvantaged Individuals (HDIs)” means all South African Citizens**

1. who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions;
2. women, or
3. disabled persons

Persons who obtained South African Citizenship after the first democratic election in April 1994, cannot qualify for preference as an HDI.

**M2.4 Target values**

(a) The values of the following items (excluding VAT) expressed as percentages of the Tender Sum, (excluding VAT) as proposed by the tenderer in his tender. The monetary total of these values shall be the CPG.

In this contract the minimum target values shall be as follows:

Labour Maximisation	: 35%
ABE support	10%
HDI	45%

(b) The value of the following item expressed as a percentage of the total number of supervisory staff employed on the contract, as proposed by the tenderer in his tender. In this contract the minimum target value shall be:

HDI Supervisory Staff: 10%

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The tender of a tenderer whose proposed target values are below the minimum set by the employer may be disqualified.

The maximum target values for each category will be the highest of all values submitted in the tenders short-listed for detailed evaluation.

**M3 Preferential Procurement Point System Policy**

The Thabazimbi Local Procurement Policy (MBD 6.1) is Included under MBD Forms.

**M4 Contract Participation Performance (CPP)**

M4.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender.

M4.2 Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate.

Examples of the forms to be used are illustrated under Annexure C5.1 of this document.

**M5 Training**

No provision for training

**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

**T2.1 N EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS**

**1. DECLARATION WITH REGARD TO EQUITY**

1.1 Name of firm : .....

1.2 VAT registration number : .....

1.3 Company registration number : .....

**1.4 TYPE OF FIRM**

<input type="checkbox"/>	Partnership
<input type="checkbox"/>	One person business / sole trader
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	Company
<input type="checkbox"/>	(Pty) Limited

[TICK APPLICABLE BOX]

**1.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**1.6 COMPANY CLASSIFICATION**

<input type="checkbox"/>	Manufacturer
<input type="checkbox"/>	Supplier
<input type="checkbox"/>	Professional service provider
<input type="checkbox"/>	Other service providers, e.g. transporters, etc.

[TICK APPLICABLE BOX]

**1.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS? .....**

**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
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**1.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 1.**

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business enterprise owned
				No franchise prior to elections	Women	Disabled	

\*Indicate YES or NO

**1.9 Consortium / Joint Venture**

1.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of HDI member:

Name of HDI member (to be consistent with paragraph 2.8)	Percentage (%) of the contract value managed or executed by the HDI member

1.10 I / we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, qualifies the firm for the preference(s) shown and

I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the applicable preference point system.
- (iii) In the event of a contract being awarded as a result of points claimed, the tenderer may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the Thabazimbi Local Municipality may, in

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addition to any other remedy it may have –

- (a) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
- (b) 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;
- (c) Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1 ..... ..

SIGNATURE(S) of TENDERER(S)

2 .....

DATE: .....

ADDRESS: .....

.....

.....

.....

**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

**RDP1(E) SCHEDULE OF LABOUR CONTENT**

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is 35%. A minimum value of this 35% target value should be obtained from Local Labour content. *See Form T2.1 M item M2.4 (a).*

<b>Type of Labour</b>	<b>Man-hours</b>	<b>Minimum Wage Rate per Unit</b>	<b>Total Wage Cost (Excl VAT)</b>
<b>Permanent Labour</b>			
<b>Temporary Labour</b>			
<b>SMME/HDI's Labour</b>			
<b>TOTAL</b>			
<b>PERCENTAGE</b>			

**Notes to Tenderer:**

(1) Labour is defined as hourly paid personnel.

SIGNED ON BEHALF OF THE TENDERER: .....

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**RDP2(E) EMPLOYMENT OF ABE'S**

Target values of work to be executed by and goods & services to be procured from ABEs shall be 10%. *See Form T2.1 M, item M2.4 (a)*

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)
<b>TOTAL</b>				

**Notes to tenderer:**

- 1. Regardless whether the tenderer fits the classification of an SMME/PDI, the tenderer nevertheless retains the obligation to commit to the target values prescribed under Form T2.1 M, item M2.4.**
- 2. Tenderers shall insert “unknown” if an SMME/PDI has not been selected prior to tender closing date.**

SIGNED ON BEHALF ON THE TENDERER .....

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**T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION**

T2.2 A	DECLARATION OF GOOD STANDING REGARDING TAX .....	41
T2.2 B	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES .....	42
T2.2 C	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION ..	43



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EXTENTION 7**

**T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX**

<b>SOUTH AFRICAN REVENUE SERVICES</b>	Tender No: .....																				
	Closing Date: .....																				
<b>DECLARATION OF GOOD STANDING REGARDING TAX</b>																					
<b>PARTICULARS</b>																					
1. Name of Taxpayer/Tenderer: .....																					
2. Trade Name: .....																					
3. Identification Number: (If applicable)	<table border="1" style="width:100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
4. Company / Close Corporation registration number:	<table border="1" style="width:100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
5. Income Tax reference number:	<table border="1" style="width:100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
6. VAT registration number: (If applicable)	<table border="1" style="width:100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
7. PAYE employer's registration number: (If applicable)	<table border="1" style="width:100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
8. Monetary value of tender:	<table border="1" style="width:100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
<b>DECLARATION</b>																					
I, ..... the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:																					
(i) Have been satisfied in terms of the relevant Acts; or																					
(ii) That suitable arrangements have been made with the Receiver of Revenue, ..... to satisfy them.*																					
.....	.....	.....																			
<b>SIGNATURE</b>	<b>CAPACITY</b>	<b>DATE</b>																			
<b>PLEASE NOTE: * The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.</b>																					

**\*Failure to complete the above information will result in the disqualification of the tender.**

(Tenderer to submit an ORIGINAL, COMPLETED FORM FROM SARS NOT OLDER THAN 4 MONTHS)

**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

**T2.2 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES**

**1. FINANCIAL STATEMENTS**

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by the THABAZIMBI LOCAL MUNICIPALITY.

**2. DETAILS OF CONTRACTOR'S BANK ACCOUNT**

I/We furnish the following information:

- a) Name of Bank: .....
- b) Branch of Bank .....
- c) Town/city/suburb where bank is situated.....
- d) Contact Person at the Bank: .....
- e) Telephone number of Bank: Code: ..... Number: .....
- f) Account Number: .....
- g) Bank rating (include confirmation from bank or financial institution): .....  
.....

I/We hereby authorise the Employer to approach the above Bank for a reference.

SIGNED ON BEHALF OF THE TENDERER:.....

DATE: .....

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**T2.2 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION**

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as a Category **2CE PE or Higher**

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

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**T2.3      RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO  
THE CONTRACT**

T2.3 A	ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL .....	45
T2.3 B	PROJECT PROGRAMME AND METHOD STATEMENT .....	46
T2.3 C	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE .....	47

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**T2.3 A ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL**

Tenderer to supply an organogram for the management of the contract and include curriculum vitae of key personnel. This curriculum vitae shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed by the engineer.

**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
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**T2.3 B PROJECT PROGRAMME**

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various facets of the work.

SIGNED ON BEHALF OF TENDERER:.....

**RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
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**T2.3 C SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

<b>MONTH</b>	<b>VALUE (INCLUDING VAT)</b>
1	R .....
2	R .....
3	R .....
4	R .....
5	R .....
6	R .....
7	R .....
8 (FINAL)	R .....
<p><b>TOTAL: R.....</b></p> <p><b>(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)</b></p>	

SIGNED ON BEHALF OF TENDERER: .....

**1. DECLARATION OF INTEREST (MBD 4)**

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

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to Quotation. In view of possible allegations of favouritism, should the resulting Quotation, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the supplier or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

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

\* Delete if not applicable

3.6.1 If so, furnish particulars.

.....  
.....

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

\* Delete if not applicable

3.7.1 If so, furnish particulars.

.....  
.....



**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

**MBD 4**

3.8 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this Quotation?

\*YES / NO

\* Delete if not applicable

3.8.1 If so, furnish particulars.

.....  
.....

3.9 Are you aware of any relationship (family, friend, other) between a supplier and any persons in the service of the state who may be involved with the evaluation and or adjudication of this Quotation

\*YES / NO

\* Delete if not applicable

3.9.1 If so, furnish particulars

.....  
.....

---

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

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

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

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

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

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

**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

**MBD 4**

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

\*YES / NO

\* Delete if not applicable

3.10.1 If so, furnish particulars.

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

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

\*YES / NO

\* Delete if not applicable

3.11.1 If so, furnish particulars.

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

**CERTIFICATION**

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

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

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

..... Signature	..... Date
..... Position	..... Name of Supplier

## 2. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)

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

**NB: BEFORE COMPLETING THIS FORM, SUPPLIERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

---

### 1. GENERAL CONDITIONS

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

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

1.2 The value of this quotation is estimated not to exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this Quotation shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“Quotation”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a Quotation by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less;
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the Quotation documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a supplier;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of Quotation invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

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EXTENTION 7**

**MBD 6.1**

2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3. ADJUDICATION USING A POINT SYSTEM**

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

**4. POINTS AWARDED FOR PRICE**

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>	
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	Or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

Where

Ps = Points scored for comparative price of Quotation under consideration

Pt = Comparative price of Quotation under consideration

Pmin = Comparative price of lowest acceptable Quotation

**5. Points awarded for B-BBEE Status Level of Contribution**

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

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

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

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**6. QUOTATION DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

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

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

**8. SUB-CONTRACTING**

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

8.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor?  
.....

(iii) the B-BBEE status level of the sub-contractor? .....

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

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of firm : .....

9.2 VAT registration number : .....

9.3 Company registration number : .....

**9.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
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**MBD 6.1**

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number

.....

Stand Number

.....

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? .....

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the supplier or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution



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**MBD 6.1**

**WITNESSES:**

1. ....

2. ....

.....
SIGNATURE(S) OF SUPPLIER(S)
DATE: .....

**RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

**MBD 8**

**3. DECLARATION OF SUPPLIER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES  
(MBD 8)**

1. This serves as a declaration 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.
2. The Quotation of any supplier may be rejected if that supplier or any of its directors have:
  - a. abused the municipality’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. wilfully 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 Quotation.

Item	Question	Yes	No
4.1	<p>Is the supplier or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?</p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page</b></p>	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.1.1.	If so, furnish particulars:		
4.2	<p>Is the supplier 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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the supplier 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</p>	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Does the supplier or any of its directors owe any municipal rates and taxes or municipal</p>	Yes	No

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	charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the supplier and the municipality 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  <input type="checkbox"/>	No  <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

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**MBD 8**

**CERTIFICATION**

I,                    THE                    UNDERSIGNED                    (FULL                    NAME)

.....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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 Supplier

# THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION
PART C5	ANNEXURES

**PART C1: AGREEMENT AND CONTRACT DATA**

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**C1.1 FORM OF OFFER AND ACCEPTANCE**

**Offer**

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

**“RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7, BID NO. TECH/13/2020-21”.**

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

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

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS  
(CONTRACT PRICE)**

..... Rand (in words);

.....

..... (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(s) .....

Name(s) .....

Capacity .....

For the tenderer .....  
(Name and address of organization)

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

**RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
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**ACCEPTANCE**

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

The terms of the contract are contained in:

Part 1 Agreements and Contract Data (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Site information

Part 5 Additional Documentation

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.



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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(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_  
(Name and address of organisation)

Name & Signature

Of Witness \_\_\_\_\_

Name

Date

## SCHEDULE OF DEVIATIONS

**Notes:**

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

**1 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**2 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**3 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**4 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
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By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE TENDERER:**

Signatures (s) \_\_\_\_\_  
Name(s) \_\_\_\_\_  
Capacity \_\_\_\_\_  
\_\_\_\_\_

(Name and address of Organisation)

Name & Signature

Of Witness \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE EMPLOYER**

Signatures (s) \_\_\_\_\_  
Name(s) \_\_\_\_\_  
Capacity \_\_\_\_\_  
\_\_\_\_\_

(Name and address of Organisation)

Name & Signature

Of Witness \_\_\_\_\_ Date \_\_\_\_\_

**RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

**C1.2 CONTRACT DATA**

PART 1: DATA PROVIDED BY THE EMPLOYER

**CONDITIONS OF CONTRACT**

The Conditions of Contract are the *General Conditions of Contract for Construction Works (2015), 3<sup>rd</sup> edition*, published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering (Tel: 011 805 5947).

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

**PART 1: Data provided by the Employer.**

<b>Clause</b>	<b>Data</b>
<b>1.1.1.15</b>	The Name of the Employer is Thabazimbi Local Municipality
<b>1.2.1.2</b>	The address of the Employer is:  No. 7 Rietbok Street  Thabazimbi  0380  Telephone: 014 777 1525  Facsimile: 014 777 1531
<b>1.1.16</b>	The name of the Engineer is:  T2-Tech Engineers (PTY) LTD
<b>1.2.1.2</b>	The address of the Engineer is:  16A Church Street  Maweja House  Polokwane  0700  Telephone: 015 291 3320  Facsimile: 015 295 2116





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<b>8.6.1.1.3</b>	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
<b>8.6.1.3</b>	The limit of indemnity for liability insurance is <b>R 100 000.00</b>
<b>1.1.1.14</b>	The Works shall be completed within <b>4 Months</b> . The project will be implemented in one (1) financial year of 2020/2021.
<b>5.13.1</b>	The penalty for failing to complete the works is <b>R 1 000.00</b> per calendar day.
<b>6.10.1.5</b>	The percentage advance on materials not yet built into the Permanent Works is <b>80 %</b> .
<b>6</b>	The issuing of cessions by the Contractor is prohibited except if and when prior written approval of the Thabazimbi Local Municipality under the signature of the Municipal Manager for the issue of a cession has been requested and obtained.
<b>6.10.3</b>	The limit of retention money is <b>10 %</b> of the contract value.
<b>5.12.1</b>	<p><b>The additional clauses to the General Conditions of Contract are:</b></p> <p>Extensions of time in respect of clause 5.12.2.2 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month , as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p>

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	<p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p>
<p><b>5.12</b></p>	<p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 1 day. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.</p>

**PART 1: DATA PROVIDED BY THE CONTRACTOR**

The Contractor is advised to read the *General Conditions of Contract for Construction Works (2015, 3<sup>rd</sup> edition*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.



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

<b>Clause</b>	<b>Data</b>
<b>1.1.1.9</b>	The <b>Contractor</b> is:
<b>1.2.1.2</b>	Name: .....
	The Address of the Contractor is:
	Address (physical): .....
	.....
	Address (postal): .....
	Telephone: ..... Facsimile: .....
	E-mail: .....
<b>6.5.1.2.3</b>	The percentage allowance to cover overhead charges is 14%.

**43.6** The variation in cost of special materials is:

<b>Special material</b>	<b>Unit on which variation will be determined</b>	<b>Price for base month, excluding transport, labour or any other costs.</b>

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	Containers	Delivered in bulk	

\*State unit in appropriate column

**C1.3 FORM OF GUARANTEE**

**BID NO. TECH/13/2020-21.**

**RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7 IN THABAZIMBI LOCAL MUNICIPALITY IN LIMPOPO PROVINCE**

**RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

WHEREAS .....

at.....

(Hereinafter referred to as "the Employer")

entered into, on the..... Day of .....2020, at .....

a Contract with .....

at .....

(Hereinafter called "The Contractor")

for the construction of .....

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

AND WHEREAS .....

has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE.....

do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions.

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.

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- 3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
- 4. Our total liability hereunder shall not exceed the sum of (R.....)
- 5. We hereby choose domicile citadel executant for all purposes arising hereof at  
.....

**IN WITNESS WHEREOF** this guarantee has been executed by us at ..... on  
this..... day of ..... 2020.

As witnesses:

1	.....	Signature.....
		Duly authorised to
2	.....	sign on behalf of .....
		Address .....
		.....
		.....

**C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY  
ACT, 1993 (ACT NO. 85 OF 1993)**

THIS AGREEMENT is made between The **Thabazimbi Local Municipality** represented by  
the

**RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

Municipal Manager:

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

.....

in his capacity as: .....

AND: .....

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

.....

in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

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

Bid No: **TECH/13/2020-21 – RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING EXTENTION 7**

**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 ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set

**RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
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out in paragraphs 1 and

2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

Thus signed at..... for and on behalf of the  
CONTRACTOR on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at ..... for and on behalf of the EMPLOYER on this  
the ..... day of ..... 20.....

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

3. ....

**PART C2: PRICING DATA**

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**C2.1 PRICING INSTRUCTIONS**

**1. GENERAL**

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Tenderer has taken into account when developing his prices. The Bills of Quantities record the Contractor's rates for providing supplies, services, Engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

**2. DOCUMENTS MUTUALLY EXPLANATORY**

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Tender Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

**3. DEFINITIONS**

For the purpose of this Bill 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 Scope of Work and Site Information.

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

Rate: The payment per unit of measurement at which the Contractor Contracts to do the work.

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

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



## RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING EXTENTION 7

### 4. DESCRIPTIONS

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant Clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment Clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

### 5. REFERENCES

The Clauses in a specification in which further information regarding the schedule item can be obtained appears under "Reference Clause" in the Bill. The reference Clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the Contract documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, eg. G for SANS 1200 G.

### 6. UNITS OF MEASUREMENT

The units of measurement indicated in the bill of quantities are metric units  
The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

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**7. NET MEASUREMENTS**

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

**8. QUANTITIES**

The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.

The Contract Amount to be determined in accordance with the conditions of Contract identified in the Contract Data shall be computed from the actual quantities of authorized work done, value at rates determined in terms of the Contract Data, against the respective items in the Bill of Quantities.

**9. CURRENCY**

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

**10. VALUE ADDED TAX**

Value Added Tax shall be excluded from the rates and sums Contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

**11. RATES AND PRICES**

**11.1 General**

- a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bill of Quantities will not be acceptable.
- b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts Contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.
- d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
- e) Should the Contractor group a number of items and Contract 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.

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- f) Should the Contractor indicate against any item that compensation for such item is included in another item; the rate for the item included in another item shall be deemed nil.
- g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

**11.2 "Rate only" items**

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

**11.3 Arithmetic**

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the Tender Offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

**12. VARIATION IN TEXT**

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

**RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
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**C2.2 BILL OF QUANTITIES**

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ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<b>SABS 1200A</b>	<b>SECTION A: PRELIMINARY AND GENERAL</b>				
			<b>SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEM</b>				
A.1		PSA 8.3.1	Fixed preliminary and general charges	Sum	1		
A.2		PSA 8.3.2	Value - related preliminary and general charges	Sum	1		
A.3		8.3.2	Establishment of Facilities on the Site:				
A.3.1		8.3.2.1	Facilities for Engineer:				
A.3.1.2			Cellular Telephone	No.	1	R5 000,00	R5 000,00
A.3.1.3		PSAB 3.1	One Name board	Sum	1		
		8.4	<b>SCHEDULED TIME-RELATED ITEMS</b>				
A.7		8.4.1	Contractual Requirements	Months	4		
		8.4.1	Allowance for airtime (Engineer)	Months	4		
A.11		PSA 8.5	<b>SUMS STATED PROVISIONALLY BY THE ENGINEER:</b>				
A.11.1		8.5.1	Compliance with the Occupational Health and Safety Act and Construction Regulations 2014 ( Including Safety File and Plan)	Sum	1		
A.11.2		8.5.2	Soil poisoning	P.Sum	1	R10 000,00	R10 000,00
		8.5.3	Electricity connection	P.Sum	1	R10 000,00	R10 000,00
			Community Liason :				
A.11.8			Payment of Community liaison services and expences	Month	4	R4 000,00	R16 000,00
A.11.9			Contractors charges on Item A.11.8	%	16000	.....%	
A.12		PSA 8.6	<b>PRIME COST ITEMS</b>				
A.12.1			Additional tests required by the Engineer	Prov. Sum	1	R15 000,00	R15 000,00
A.12.2			Contractors charges on Item A.12.1	%	15000	.....%	
A.13		PSA8.8.4	Location and Protection of existing services	Sum	1		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>							



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PAYMENT REFER	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SABS	142.00	<b>EARTHWORKS (PIPE TRENCHES)</b>				
1200 DB						
		TRENCHES FOR WATER AND SEWER PIPES				
PSDB	142,11	<b>Excavate in all materials for trenches,</b>				
8.3.2		<b>backfill, compact and dispose of surplus material</b>				
		0 Pipes below 125 mm dia				
		dia for depths:				
		.01 Up to 1,0 m	m	200		
		.02 Over 1,0 m up to 2,0 m	m	100		
		.03 Over 2,0 m up to 3,0 m	m	5		
		.04 Over 3,0 m up to 4,0 m	m	4		
		.04 Over 4,0 m up to 5,0 m	m	2		
PSDB	142.12	<b>Extra over item 142.11 above for:</b>				
8.3.2						
		.01 Intermediate excavation	m <sup>3</sup>	149		
		.02 Hard rock excavation	m <sup>3</sup>	15		
		.03 Hand excavation and backfill where				
		ordered by the Engineer	m <sup>3</sup>	5		
		.04 Backfill stabilized with 5% cement				
		where directed by the Engineer	m <sup>3</sup>	5		
PSDB	142,13	<b>Excavate and dispose of unsuitable</b>				
8.3.2		<b>material from trench bottom</b>	m <sup>3</sup>	15		
PSDB	142,14	<b>Excavation ancillaries:</b>				
8.3.3		.01 Make up deficiency in backfill material:				
		.02 From other necessary excavations				
		on Site	m <sup>3</sup>	10		
		.03 By importation from commercial or				
		off-site sources selected by the				
		Contractor	m <sup>3</sup>	10		
		.03 Compaction in road crossings	m <sup>3</sup>	5		
8.3.4	142.15	<b>Particular items:</b>				
		.01 Shore trenches:				
		.01 Up to a depth of 2m	m	5		
		.02 Up to a depth of 3m	m	5		
		.03 Up to a depth of 4m	m	5		
		.02 Temporary Works : Manage sewage				
		inflow into work area from live sewers				
		while connecting or relaying pipes	sum	1		
		<b>TOTAL SECTION 1200 DB CARRIED TO SUMMARY</b>				













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PAYMENT REFER	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<b>GUARDHOUSE</b>				
PC 01		<b>DAMP PROOFING OF WALLS AND FLOORS</b>				
		One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course in				
	0.1	In walls	m	9		
		One layer of 250 micron "Consol Plastics Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"				
		Under surface beds	m <sup>2</sup>	5		
		On bottoms and sides of trenches (2m wide)	m <sup>2</sup>	9		
PC 02		<b>FORMWORK</b>				
	PC 02.1	Mesh Wire on Slab	m <sup>2</sup>	5		
PC 03		<b>CONCRETE</b>				
		Unreinforced concrete cast against excavated surfaces				
	0.1	20 MPa/19mm concrete (For GuardHouse elsewhere)	m <sup>3</sup>	1		
	0.2	20 MPa/19mm concrete (Guardhouse Apron slabs)	m <sup>3</sup>	1,5		
	0.3	20 MPa/19mm concrete (GuardHouse)	m <sup>3</sup>	1		
PC 04		<b>CONCRETE SUNDRIES</b>				
		Finishing top surfaces of concrete smooth with a steel trowel				
	0.1	Surface beds	m <sup>3</sup>	1		
PC 05		<b>FOUNDATIONS (PROVISIONAL)</b>				
		Brickwork of NFP bricks 14mpa minimum compressive strength) in class II mortar				
	0.1	One brick walls	m <sup>2</sup>	4		
PC 05		<b>SUPERSTRUCTURE</b>				
		Brickwork of NFP bricks (14mpa minimum compressive strength) in class II mortar				
	0.1	One brick walls	m <sup>2</sup>	30		
		External face bricks (Prime Cost Amount R 7 000.00/1000) pointed with flush horizontal and vertical joints				
	PC.05.3	0.3 <i>Extra over Item PC.04 (0.2) face brick one side only</i>	m <sup>2</sup>	30		
		Brickwork reinforcement				
	PC.05.4	0.1 150mm Wide reinforcement built in horizontally (GuardHouse)	m	117		
1200 DM	Carried forward					



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EXTENTION 7**

PAYMENT REFER	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<b>ABLUTION BLOCK</b>				
PC 01		<b>DAMPPROOFING OF WALLS AND FLOORS</b>				
		One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course in				
	0.1	In walls	m	23		
		One layer of 250 micron "Consol Plastics Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"				
		Under surface beds	m2	15		
		On bottoms and sides of trenches (2m wide)	m2	23		
PC 02		<b>FORMWORK</b>				
	PC 02.1	Mesh Wire on Slab	m2	15		
PC 03		<b>CONCRETE</b>				
		Unreinforced concrete cast against excavated surfaces				
	0.1	20 MPa/19mm concrete (For Ablution Block)	m <sup>3</sup>	2		
		Surface beds cast in panels on waterproofing (measured elsewhere)				
	0.2	20 MPa/19mm concrete (Ablution block)	m <sup>3</sup>	3,0		
		Apron slabs				
	0.3	20 MPa/19mm concrete (Ablution block)	m <sup>3</sup>	1		
PC 04		<b>CONCRETE SUNDRIES</b>				
		Finishing top surfaces of concrete smooth with a steel trowel				
	0.1	Surface beds	m <sup>3</sup>	1		
PC 05		<b>FOUNDATIONS (PROVISIONAL)</b>				
		Brickwork of NFP bricks 14mpa minimum compressive strength) in class II mortar				
	0.1	One brick walls	m <sup>2</sup>	13		
PC 05		<b>SUPERSTRUCTURE</b>				
		Brickwork of NFP bricks (14mpa minimum compressive strength) in class II mortar				
	0.1	Half brick walls	m <sup>2</sup>	28		
	0.2	One brick walls	m <sup>2</sup>	64		
		External face bricks (Prime Cost Amount R 7 000.00/1000) pointed with flush horizontal and vertical joints				
	PC.05.3	0.3 Extra over Item PC.04 (0.2) face brick one side only	m <sup>2</sup>	64		
		Brickwork reinforcement				
	PC.05.4	0.1 150mm Wide reinforcement built in horizontally (Ablution block)	m	260		
1200 DM		Carried forward				





**RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**

**C2.1 SUMMARY OF BILL OF QUANTITIES**

ITEM	AMOUNT
SECTION A: PRELIMINARY AND GENERAL	
SECTION B: SITE CLEARANCE	
SECTION C: EARTHWORK (PIPE TRENCHES)	
SECTION D: MEDIUM PRESSURE PIPELINE	
SECTION E: SEWER	
SECTION F: BEDDING (PIPES)	
SECTION G: PAVEMENT	
SECTION H: CONCRETE PALISADE FENCE	
SECTION I: GUARDHOUSE	
SECTION J: ABLUTION BLOCK	
<b>TENDER (CONTRACT) SUM</b>	
CONTINGENCIES (5%)	
<b>SUB-TOTAL</b>	
ADD 15% VAT	
<b>TENDER (CONTRACT) PRICE CARRIED TO FORM OF OFFER OF ACCEPTANCE (Page 70)</b>	

## PART C3: SCOPE OF WORK

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## DESCRIPTION OF WORKS

### C3.1.1 Employer's Objectives

The employer's objectives are to fast track the delivery of public infrastructure using labour intensive methods as part of the Expanded Public Works Programme (EPWP). The upgrading of the cemetery will provide reliable dignified disposition of human remains in accordance with provincial statutes and municipal by-laws. To also serve as historical, memorial, spiritual, aesthetic and passive recreation greenspaces within the urban environment.

#### Labour-intensive works

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

### C3.1.2 Overview and Location of Works

The project is located in REGOROGILE - South of Thabazimbi Local Municipality under Waterberg District of the Limpopo Province. The said cemetery is located at about 40km South West of Thabazimbi town along the road R510.

### C3.1.3 Extent of Works

Thabazimbi Local Municipality has identified REGOROGILE Township Cemetery for upgrading to make it more secure and to meet minimum standards for cemeteries site.

1. Site clearance
  - Clear and grab of the site
  
2. Paving
  - Rip and re-compact of in-situ material to 90% MOD AASHTO
  - Gravel 150mm
  - Plastic
  - 25mm Sand
  - Paving
  - Installation of Edge Beam on both sides

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**3. Ablution block Constructions**

- Trench excavation and soil poisoning
- Casting of foundation concrete footing
- Casting of surface bed concrete, and apron slabs concrete
- Construction of 230mm wide brick wall, cement bricks on the inside and face brick on the outside
- Construction of 115mm wide cement brick division walls
- Construction of a flat roof covering an area of 15m<sup>2</sup>
- Installation of Metal windows and doors complete
- Plastering and Painting of the inside walls
- Installation of drainage and plumbing fittings complete
- Connection to the existing municipal water and sewer reticulation

**4. Guard House**

- Trench excavation and soil poisoning
- Casting of foundation concrete footing
- Casting of surface bed concrete, and apron slabs concrete
- Construction of 230mm wide brick wall, cement bricks on the inside and face brick on the outside
- Construction of 115mm wide cement brick division walls
- Installation of Metal windows and doors complete.
- Plastering and Painting of the inside walls
- Installation of drainage and plumbing fittings complete
- Connection of water to basin and tap

**5. Concrete Palisade Fence**

- Construction of Concrete Palisade Fencing
- Installation of a pedestrian gate 1 800mm high x 1 500mm wide,
- Installation of Vehicle gate 6 000mm wide x 1 800mm high,

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**C3.1.4 Location of the Works**

The cemetery is located about 2.6km North West of Thabazimbi CBD and 1.8km West of Regorogile Township. It is accessible from Chroom Drive and Tin Drive next to the Thabazimbi Industrial Section and the co-ordinates for the site are shown in the table below.

*Site Co-ordinates*

<b>Name</b>	<b>Latitude</b>	<b>Longitude</b>
REGOROGILE Cemetery	24 <sup>0</sup> 35'52.1" S	27°23'13.2" E

**C3.1.5 Temporary Works**

The temporary work to be undertaken since the up-graded cemetery is in use are the construction of bypass inside cemetery and maintenance of existing fence on one side. Temporary accommodation of traffic will also be done by means of placing temporary road signs before the commencement of any work within the cemetery formation.

**C3.1.6 General Information**

**C3.1.6.1 Drawings**

The reduced drawings contained in Annexure C5.2 that form part of the tender document shall be used for tender purposes only. Further drawings are to be provided on an on-going basis by the engineer.

The contractor will be supplied with 1 copy print size A1 of each of the drawings. The Prints are issued free of charge and the contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The engineer will supply all figured dimensions omitted from the drawings.

**C3.1.6.2 Power, Water Supply and Other Services**

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

**C3.1.6.3 Contractor's Camp Site and Security**

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

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

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

**C3.1.6.4 Additional Requirements for Construction Activities**

C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African cemetery Manual.

C3.1.6.4.2 The contractor shall submit proposals in connection with site camp to the engineer for approval.

**C3.1.6.5 Programme Requirements for Construction Activities**

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

**C3.1.6.6 Construction in Confined Areas**

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account

of these difficulties.

### **C3.1.7 Labour Regulations**

#### **A27 Payment for the labour-intensive component of the works**

Payment for works identified in clause 2.3 “the Extent of the Project” in the Project Specifications 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.

#### **A28 Applicable labour laws**

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

#### **A29 Introduction**

This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

A29.2 In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) “task” means a fixed quantity of work;

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- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

**A30 Terms of Work**

- A30.1 Workers on a SPWP are employed on a temporary basis.
- A30.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- A30.2 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

**A31 Normal Hours of Work**

- A31.1 An employer may not set tasks or hours of work that require a worker to work–
  - (a) More than forty hours in any week
  - (b) on more than five days in any week; and
  - (c) for more than eight hours on any day.
- A31.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- A31.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

**A32 Meal Breaks**

- A32.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- A32.2 An employer and worker may agree on longer meal breaks.
- A32.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.



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A32.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

**A33 Special Conditions for Security Guards**

A33.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

A33.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

**A34 Daily Rest Period**

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

**A35 Weekly Rest Period**

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

**A36 Work on Sundays and Public Holidays**

A36.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

A36.2 Work on Sundays is paid at the ordinary rate of pay.

A36.3 A task-rated worker who works on a public holiday must be paid –

- (a) the worker’s daily task rate, if the worker works for less than four hours;
- (b) double the worker’s daily task rate, if the worker works for more than four hours.

A36.4 A time-rated worker who works on a public holiday must be paid –

- (a) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.

**A37 Sick Leave**

A37.1 Only workers who work four or more days per week have the right to claim sick-

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pay in terms of this clause.

- A37.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- A37.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- A37.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- A37.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- A37.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- A37.7 An employer must pay a worker sick pay on the worker's usual payday.
- A37.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.
- A37.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- A37.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

**A38 Maternity Leave**

- A38.1 A worker may take up to four consecutive months' unpaid maternity leave.
- A38.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- A38.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- A38.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

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- A38.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or
  - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

A38.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

A38.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

**A39 Family responsibility leave**

A39.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
  - (i) the employee's spouse or life partner;
  - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

**A40 Statement of Conditions**

A40.1 An employer must give a worker a statement containing the following details at the start of employment –

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- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

A40.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

A40.3 An employer must supply each worker with a copy of these conditions of employment.

**A 41 Keeping Records**

A41.1 Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

A41.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

**A42 Payment**

A42.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

A42.2 A task-rated worker will only be paid for tasks that have been completed.

A42.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

A42.4 A time-rated worker will be paid at the end of each month.

A42.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

A42.6 Payment in cash or by cheque must take place –

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- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

A42.7 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

A42.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

A42.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

**A43 Deductions**

A43.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

A43.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

A43.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

A43.4 An employer may not require or allow a worker to –

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

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**A44 Health and Safety**

- A44.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- A44.2 A worker must –
- (a) work in a way that does not endanger his/her health and safety or that of any other person;
  - (b) obey any health and safety instruction;
  - (c) obey all health and safety rules of the SPWP;
  - (d) use any personal protective equipment or clothing issued by the employer;
  - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**A45 Compensation for Injuries and Diseases**

- A45.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- A45.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- A45.3 The employer must report the accident or disease to the Compensation Commissioner.
- A45.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**A46 Termination**

- A46.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- A46.2 A worker will not receive severance pay on termination.

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A46.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

A46.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

A46.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

**A47 Certificate of Service**

A47.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) any other information agreed on by the employer and worker.

**A48 Contractor's default in payment to Labourers and Employees**

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

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

**A49 Provision of Handtools**

The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make necessary provisions to maintain tools in good, safe working conditions

**A50 Reporting**

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The Contractor shall submit monthly returns/reports as specified below:

- Signed master rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Plant utilization returns
- Progress report detailing production output compared to the programme of works

### ENGINEERING

#### C3.2.1 Design

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

#### C3.2.2 Employer's Design

- (a) Detail description of Works
- (b) General Works
- (c) Sign Gantries. E.g.

#### C3.2.3 Contractor's Design

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

#### C3.2.4 Design procedures

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

### PROCUREMENT

#### PREFERENTIAL PROCUREMENT POINT SYSTEM POLICY

##### C3.3.1 GENERAL CONDITIONS

The abovementioned provisions of this policy document shall apply subject to the



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following terms and conditions:

**C3.3.1.1 Company Registration**

Whereas the Agency shall have the above responsibilities, the respective and prospective service providers shall be:

- (a) Formally registered entity, in compliance with the applicable legislation such as the Companies Act, the Close Corporations Act, other related industry regulatory bodies, and professional bodies, where required;
- (b) Registered with the South African Revenue Services for all categories of taxes applicable to it.

**C3.3.1.2 Tender Evaluation**

- (a) Only a tenderer who has completed and signed the declaration part of the tender documentation may be considered for preference points.
- (b) The Municipality may, before a tender is adjudicated or at any time, require a tenderer to substantiate claims it has made with regard to preference.
- (c) The Municipality shall, when calculating comparative prices, take into account any discounts, which have been offered unconditionally.
- (d) A discount, which has been offered conditionally must, despite not being taken into account for evaluation purposes, be implemented when payment is effected.
- (e) In the event that different prices are tendered for different periods of a contract, the price for each period must be regarded as a firm price if it conforms to the definition of a “firm price”.
- (f) Points scored must be rounded off to the nearest 2 decimals.
- (g) In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for specified goals. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

**C3.3.1.3 Principles**

- (a) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDIs.
- (b) The equity ownership contemplated in sub-regulation (C3.3.1.3 (a)) must be equated to the percentage of an enterprise or business owned by individuals or,

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in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership as the closing date of the tender.

- (c) In the event that the percentage of ownership contemplated in sub regulation (C3.3.1.3 (b)) changes after the closing date of the tender, the tenderer must notify The Agency and such tenderer will not be eligible for any preference points.
- (d) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- (e) Subject to sub-regulations C3.3.1.3 (a), (b), (c) and (d), all claims made for equity ownership by an HDI must be considered according to the following criteria:
  - i. Equity within private companies must be based on the percentage of equity ownership;
  - ii. Preference points may not be awarded to public companies and tertiary institutions;
  - iii. The following formula must be applied to calculate the number of points for equity ownership by an HDI:

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with sub-regulations C3.3.1.3 (a), (b), (c) and (d).

- (f) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- (g) Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-regulation C3.3.1.3 (f) must be submitted to the relevant

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The Agency.

- (h) A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- (i) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- (j) The points contemplated in sub-regulation C3.3.1.3 (i) must be added to the points scored for price, in order to establish the total number of points scored.
- (k) Subject to regulations C3.3.1.3 (i), the contract must be awarded to the tender, which scores the highest points.
- (l) A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDI, may not subcontract more that 25 % of the value of the contract to a person who is not an HDI or does not qualify for such preference.

**C3.3.1.4 Declarations**

A tenderer must, in the stipulated manner, declare that-

- (a) The information provided is true and correct;
- (b) The signatory to the tender document is duly authorised; and
- (c) Documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the relevant The Agency.

**C3.3.1.5 Penalties**

- (a) The Municipality shall, upon detecting that a preference in terms of the Act and these regulations has been obtain on a fraudulent basis, or any specified goals are not attained in the performance of the contract, act against the person awarded the contract.
- (b) The Municipality may, in addition to any other remedy it may have against the person contemplated in sub-regulations C3.3.1.5 (a).
- (c) Recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (d) 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;
- (e) Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the tender; and

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- (f) Restrict the contractor, its shareholders and directors from obtaining business from the Agency for a period not exceeding 10 years.
- (g) The Municipality reserves the right to have access and/or require production of the original or certified proof of any such registration at a time agreed to by the parties or as may be prescribed by law.

**C3.3.1.6 Areas of Policy Coverage**

The above-mentioned provisions of this policy shall apply subject to, but not limited to, the following entities and/or activity:

- (a) Procurement of goods or services;
- (b) Appointment of consultants;
- (c) Appointment of contractors, subcontractor, consortia and joint venture contractors;

**C3.3.1.8 Preference Point System: 80/20**

The following formula shall be used to calculate the points in respect of tenders/procurement with a Rand value equal to, or above R30 000 and up to a R500 000 (five hundred thousand Rand). The Municipality may, however, apply this formula for procurement with a value less than R30 000, if and when appropriate. The formula shall be used to determine points for price and functionality.

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:  $P_s$  = Points scored for price and functionality for the tender under consideration.

$P_t$  = Rand value of tender under consideration.

$P_{\min}$  = Rand value of the lowest acceptable tender.

- (a) A maximum of 20 points may be awarded to a tenderer for being a Historically Disadvantaged Individual or a prorata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) The points scored by a tenderer in respect of the HDI shareholding will be added to the points scored for price and functionality.
- (c) Only the tenderer with the highest number of points scored may be awarded.

**C3.3.1.9 Preference Point System: 90/10**

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The following formula must be used to calculate the points in respect of tenders/procurement with a Rand value above R500 000 (five hundred thousand Rand). This formula should be used to determine points for price and functionality.

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:  $P_s$  = Point scored for price and functionality for the tender under consideration.

$P_t$  = Rand value of tender under consideration.

$P_{\min}$  = Rand value of the lowest acceptable tender.

- (a) A maximum of 10 points may be awarded to a tenderer for being an Historically Disadvantaged Individual or a prorata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) The points scored by a tenderer in respect of the HDI shareholding will be added to the points scored for price and functionality.
- (c) Only the tenderer with the highest number of points scored may be awarded.

**C3.3.1.10 Award of Contract to Tender not Scoring the Highest Number of Points**

- (a) Despite the fact that only the tenderer with the highest number of points scored may be awarded, a contract may, on reasonable and justifiable ground, be awarded to a tender that did not score the highest number of points.

**C3.3.2 APPOINTMENT OF CONTRACTORS**

**C3.3.2.1 Procedure for Invitation of Tenders**

Tenders will be invited publicly through the general media and other forms of communication to ensure that the target communities are reached. The intention is to ensure that the SMME's in rural areas that may not be in a position to access the general press is also reached.

**C3.3.2.4 Closure and Opening of Tenders**

Tenders shall close on a date and time specified in tender document and shall be opened and read in public.

**C3.3.2.5 Evaluation of Tenders**

Tenders to be evaluated shall fall within the following parameters:

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- (a) The consultant shall estimate the value of the tender, and those that fall within – 20 % and +20% threshold of the estimate shall be used to determine the average price of tenders submitted.
- (b) Tenders which fall within –10%, and +5% of the average determined above shall be evaluated;
- (c) Where no tender qualifies in terms of the –10% and +5% threshold, this shall be widened to –20% and +10%.

**C3.3.2.6 Preferential Point System**

All tenders shall be evaluated according to the price, functionality and preference in compliance with the Preferential Procurement Policy Framework Act No. 5 of 2000 and the Regulations, as amended. Preference points shall be awarded according to tenders whose firms or joint ventures comprise specific combinations of historically disadvantaged persons as owners, trustees, equity shareholders, subcontractors, joint ventures and or managers. Preference will be calculated in accordance with the preferential point system/s set-out hereunder.

**C3.3.2.7 The 80/20 Preference System**

The following formula shall be used to calculate the points in respect of tenders/procurement with a Rand value equal to, or above R30 000 and up to a Rand value of R500 000 (five hundred thousand Rand).

The Municipality may, however, apply this formula for procurement with a value less than R30 000, if and when appropriate. This formula shall be used to determine points for price and functionality.

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where  $P_s$  = Points scored for price and functionality for the tender under consideration.

$P_t$  = Rand value of tender under consideration.

$P_{\min}$  = Rand value of the lowest acceptable tender.

- (a) a maximum of 20 points may be awarded to a tenderer for being a Historically Disadvantaged Individual or a prorata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) the points scored by a tenderer in respect of an HDI shareholding will added to the points scored for price.
- (c) only the tenderer with the highest number of points scored may be

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awarded.

**C3.3.2.8 The 90/10 Preference System**

The following formula shall be used to calculate the points in respect of tenders/procurement with a Rand value above R500 000 (five hundred thousand Rand). This formula should be used to determine points for price and functionality.

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:  $P_s$  = Points scored for price and functionality for the tender under consideration.

$P_t$  = Rand value of tender under consideration.

$P_{\min}$  = Rand value of the lowest acceptable tender.

- (a) a maximum of 10 points may be awarded to a tenderer for being an Historically Disadvantaged Individual or a pro rata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) the points scored by a tenderer in respect of the HDI shareholding will be added to the points scored for price and functionality.
- (c) only the tenderer with the highest number of points scored may be awarded.

**(b) Calculation of points for functionality**

The percentage scored for functionality should be calculated as follows:

The value scored for each criterion should be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score. The following formula should then be used to convert the total score to percentage functionality:

$$P_s = \frac{S_o}{M_s} \times AP$$

Where:  $P_s$  = Percentage scored for functionality by bid/proposal under consideration

$S_o$  = total score of bid/proposal under consideration

$M_s$  = maximum possible score

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AP = percentage allocated for functionality

After calculation of the percentage for functionality, the prices of all bids that obtained the minimum score for functionality should be taken into consideration.

Bids/proposals that do not score a certain specified minimum percentage for functionality should be disqualified and not be considered further.

**(c) Calculation of Points for Functionality and Price**

The percentages obtained for functionality should be added to the percentage obtained for price to obtain a percentage out of 100, which in turn should be converted to points out of 80 or 90.

The points scored out of 80 or 90 should be calculated according to the following formula:

(i) The 80/20 preference point system

$$P_s = 80 \left( 1 - \frac{H_s - R_s}{R_s} \right)$$

(ii) The 90/10 preferential point system

$$P_s = 90 \left( 1 - \frac{H_s - R_s}{R_s} \right)$$

Where:  $P_s$  = Points scored for functionality and price of the bid/proposal under consideration

$H_s$  = Highest percentage scored by any acceptable tenderer for functionality and price

$R_s$  = Percentage scored for functionality and price by bid/proposal under consideration

Points scored for specified goals as contemplated by the PPPFA and its Regulations are then calculated separately and added to the points scored for price and functionality in order to obtain a final point. The contract should be awarded to the tenderer scoring the highest points.

- i. After the calculation, the tender that scores the highest points, when adding the scores on status of enterprises and price and functionality, shall be awarded the tender;
- ii. Points scored on tenders shall be rounded off to 2 decimal places;
- iii. Where equal points are scored, the one with the highest preference



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points shall be awarded;

- iv. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

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**C3.3.2.11 Authority to Award**

- (a) The Municipality's Executive Council shall, upon recommendation of the Finance and Procurement Committee, have the authority to award all tenders.

**C3.3.2.12 Cessions**

A service provider awarded a contract may not cede or subcontract a contract/project or any part thereof without written consent of the Agency and where such consent is granted, a signed agreement involving the cedent, cessionary and the Agency shall be entered into.

In any event, not more than 25% of the value of the contract shall be subcontracted. Both the cedent and the cessionary shall be jointly and severally liable for the quality of the material supplied and workmanship.

**C3.3.2.13 Performance Guarantees**

The Municipality shall strive to facilitate the participation of HDI's and SMME by waiving or reducing the maximum amounts of sureties as follows:

- (a) No surety for projects between 0 to 500 000
- (b) 1% surety for projects between 500 000 to R1 million
- (c) 2,5% surety for projects between R1 million to R2 million
- (d) 10% surety for projects above R2 million

The period required to provide surety shall be 21 calendar days. However, depending on circumstances, a shorter period may be prescribed. In the event of failure to submit the surety within the stipulated period, the Municipality shall be entitled to cancel the contract and award the tender to a suitable contractor.

Sureties may only be accepted from a banking institution registered in terms of the Bank Act, 1996, an insurer registered in terms of the Insurance Act, 1943 or from governmental institutions established for such purposes.

**C3.3.2.14 Notification of Acceptance**

Successful service tenderer/s shall be notified before the tender validity period expires.

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**C3.3.2.15 Contractual Agreement**

The relationship between the Municipality and contractor shall be managed under the following contractual documents:

- (a) The tender document submitted by the tenderer
- (b) The project drawings relevant for the tendered project
- (c) The COLTO General Conditions of Contract for Roads and Bridge Works for State Authorities and the COLTO Standards Specifications for Road Bridge Works for State Authorities as they may apply from time to time.
- (d) The Municipality Procurement Policy
- (e) Any other relevant legislation aimed at meeting other government policy initiatives.

**C3.2.3.16 Tax Clearance Certificate**

No contract shall be awarded to an entity, which fails to submit a valid original Tax Clearance Certificate from the South African Revenue Service (SARS) certifying that the taxes of the said entity are in order or that suitable arrangements have been made with SARS, and submitted proof as part of the tender documentation.

In case where the successful tenderer has only submitted a letter from SARS, the tenderer will be given seven (7) working days to submit the original Tax Clearance Certificate. Failure to produce same will disqualify the tenderer and the next recommended tenderer shall be awarded the contract.

**C3.3.2.17 Variations**

- (a) The Municipality shall have the right to reduce or increase the scope of work by no more than 30% of the tendered amount.
- (b) Tenders shall make an allowance for a variation in the tendered amount up to 30%.

## CONSTRUCTION

### C3.4.1 STANDARD SPECIFICATIONS

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

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

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

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

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

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

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**C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS**

**C3.4.2.1 General Conditions of Contract Referred to in the Standard Specifications.**

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2004. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

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

**C3.4.2.2 Amendments to the Standard Specifications**

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

### **C3.4.2.3 Project Specifications Relating to Standard Specifications**

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

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

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

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

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

### **C3.4.2.4 REQUIREMENTS OF EXPANDED PUBLIC WORKS PROGRAMME**

#### **EPWP Special Project Specification**

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods.

## EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

Requirements for the sourcing and engagement of labour.

- Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- The rate of pay set for the SPWP is R 140 per day.
- Tasks established by the contractor must be such that:
  - a) the average worker completes 5 tasks per week in 40 hours or less; and
  - b) the weakest worker completes 5 tasks per week in 55 hours or less.
- The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
  - a) where the head of the household has less than a primary school education;
  - b) that have less than one full time person earning an income;
  - c) where subsistence agriculture is the source of income.
  - d) those who are not in receipt of any social security pension income
- The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
  - a) 40 % women;
  - b) 30% youth who are between the ages of 18 and 35; and
  - c) 2% on persons with disabilities.
- Specific provisions pertaining to SANS 1914-5
- Definitions

**Targeted labour:** Unemployed persons who are employed as local labour on the project.

- Contract participation goals
- There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all

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wages paid and any training allowance paid in respect of agreed training programmes.

- Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

- Variations to SANS 1914-5
- The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.



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**1200: GENERAL REQUIREMENTS AND PROVISIONS**

**B1202 SERVICES**

Add the following to the fifth paragraph:

“Provision is made in the bill of quantities for payment for searching and exposing of known or unknown services as well as the relocation and/or protection of existing services. Any moving of existing services which may be required within the proclaimed road reserve will be undertaken by the relevant service authorities or by a selected subcontractor if so ordered by the engineer.”

**B1204 PROGRAMME OF WORK**

**(a) General requirements**

Amend the word “network” in the fourth line of the first paragraph to read as “bar (Gantt) chart”.

Add the following after the third paragraph:

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

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

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

**(b) Programme of work for rehabilitation work**

Amend the word “network” in the fourth line of the second paragraph to read as “bar (Gantt) chart”.

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**B1205 WORKMANSHIP AND QUALITY CONTROL**

Add the following to the third paragraph:

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

Add the following at the end of this clause:

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

**B1206 THE SETTING-OUT OF THE WORK AND PROTECTION OF BEACONS**

Add the following:

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

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

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

**B1209 PAYMENT**

**(b) Rates to be inclusive**

Add the following:

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

**(e) Materials on the site**

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Add the following:

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

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

**B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL**

Add the following after the first paragraph of this clause:

"For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method)."

**Method (ii) (Critical path method)**

Delete "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of the description of this method.

Delete the last sentence of the second paragraph of the description of this method and replace with the following:

"The value of "n" shall be taken as three (3) working days per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than three (3) working days in any calendar month, the difference between the three (3) working days and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

Items of work on the critical path of the programme of work which are subject to climatic limitations, shall also be considered for extension of time if such items of work are delayed by e.g. cold weather, high winds or other inclement weather

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conditions.

In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for.

Rainfall records for REGOROGILE

<b>MONTH</b>	<b>AVERAGE RAINFALL (mm)</b>	<b>RAIN DAYS (per month)</b>
JANUARY	<b>74</b>	<b>11</b>
FEBRUARY	<b>108</b>	<b>12</b>
MARCH	<b>75</b>	<b>11</b>
APRIL	<b>47</b>	<b>8</b>
MAY	<b>15</b>	<b>4</b>
JUNE	<b>17</b>	<b>3</b>
JULY	<b>14</b>	<b>3</b>
AUGUST	<b>11</b>	<b>3</b>
SEPTEMBER	<b>39</b>	<b>5</b>
OCTOBER	<b>93</b>	<b>9</b>
NOVEMBER	<b>76</b>	<b>12</b>
DECEMBER	<b>128</b>	<b>14</b>

**B1229 SABS CEMENT SPECIFICATIONS**

Replace the last paragraph of this clause with the following:

“Where reference is made in this specification or the standard specifications to the cement specifications, eg. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

**SABS ENV 197-1: Cement-composition, specifications and conformity criteria.**

Part 1: Common cements.

Furthermore, where reference is made in this specification or the standard specifications to the different cement types, the following new names/types shall apply:

<b>Old product nomenclature</b>	<b>Typical new product nomenclature</b>	
	<b>Cement type</b>	<b>Cement strength class</b>
OPC	CEM I	32,5
	CEM I	32,5R

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Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
RHC	CEM I	42,5
	CEM I	42,5R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S	32,5
	CEM II/A-S	32,5R
	CEM II/A-S	42,5
PC15FA	CEM II/A-V	32,5
	CEM II/A-V	32,5R
	CEM II/A-W	32,5
	CEM II/A-W	32,5R
RH15FA	CEM II/A-V	42,5
	CEM II/A-V	42,5R
	CEM II/A-W	42,5
	CEM II/A-W	42,5R
PBFC	CEM III/A	32,5
	CEM III/A	32,5R
PFAC	CEM II/B-V	32,5
	CEM II/B-W	32,5
RH30SL	CEM II/B-S	32,5R
	CEM II/B-S	42,5
RH40SL	CEM III/A	32,5R
	CEM III/A	42,5

CEM I 32,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.”

**B1231 COMMUNITY LIAISON OFFICER (CLO)**

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after

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consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

**(a) Duties of the Community Liaison Officer**

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of \_\_\_\_\_ (insert time) and \_\_\_\_\_ (insert time) and at other times as the need arises. His normal working day will extend from \_\_\_\_\_ (insert time) in the morning until \_\_\_\_\_ (insert time) in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).

**(b) Payment for the community liaison officer**

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment

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of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.

**(c) Period of employment of the community liaison officer**

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

**B1232 SUBCONTRACTORS**

Over and above the stipulations of clause 8 of the General Conditions of Contract 1998, regarding subletting of part of the works, it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the consent and approval of the engineer. Subletting shall in all cases be critically considered by the engineer.

In addition to the provisions of clause 8 of the general conditions of contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the engineer. Subcontracting shall in all cases be critically considered by the engineer. The engineer reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

**B1233 WORKMEN'S COMPENSATION ACT**

All labour employed on the site shall be covered by the Workmen's Compensation Act. The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be an extra payment allowed for by the contractor. 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.”

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**C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS**

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C3.4.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT  
REGULATIONS

C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN

C3.4.3.3 REQUIREMENTS OF EXTENDED PUBLIC WORKS PROGRAMME



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**C3.4.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993: HEALTH AND SAFETY SPECIFICATION**

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ANNEXURE 1: MEASURING INJURY EXPERIENCE

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

ANNEXURE 3: LIST OF RISK ASSESSMENTS

**C3.4.3.1.1 Introduction**

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, The Municipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

**C3.4.3.1.2 Scope**

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

### C3.4.3.1.3 General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by the Municipality as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

(ii) Development of Risk Assessments

Every Principal Contractor performing Construction work shall, before the commencement of any Construction work or work associated with the aforesaid Construction work and during such work, cause a Risk Assessment to be performed by a competent person, appointed in writing, and the Risk Assessment shall form part of the OH&S Plan and be implemented and maintained as contemplated in Construction regulation 5(1).

The Risk Assessment shall include, at least:

- the identification of the risks and hazards to which persons may be exposed to
- the analysis and evaluation of the risks and hazards identified
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- a monitoring plan and
- a review plan

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Municipality before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 7, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(iii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the

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Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the Municipality shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and “good-standing” from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines’ premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

- \* It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: “Agreement with Mandatary” in his agreement with such Contractors.
- \* Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

**8. OCCUPATIONAL AIND OTHER HEALTH MATTERS**

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8.1. HIV Aids

The proposed SAFCEC clinic will soon be operational and we will then be able to send our employees who have tested positive to the clinic for counselling and eventual treatment when necessary

The mobile clinic saw and tested fifty employee volunteers at 3 sites this month. Eighteen of them tested positive.

8.2. Tuberculosis

The mobile clinic will be calling at Gillooly's Mall and Cleveland Station on 15 and 16 October respectively to screen employees for TB.

8.3. Noise

All suspected noise pollution areas have been tested and the results are awaited. Employees working in areas testing over 85dBa will be issued with suitable hearing protectors.

**ANNEXURE 3: LIST OF RISK ASSESSMENTS**

\* Clearing & Grubbing of the Area/Site

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- \* Site Establishment including:
  - Office/s
  - Secure/safe storage for materials, plant & equipment
  - Ablutions
  - Sheltered eating area
  - Maintenance workshop
  - Vehicle access to the site
- \* Dealing with existing structures
- \* Location of existing services
- \* Installation and maintenance of temporary construction electrical supply, lighting and equipment
- \* Adjacent land uses/surrounding property exposures
- \* Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- \* Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- \* Exposure to noise
- \* Exposure to vibration
- \* Protection against dehydration and heat exhaustion
- \* Protection from wet & cold conditions
- \* Dealing with HIV/Aids and other diseases
- \* Use of Portable Electrical Equipment including
  - Angle grinder
  - Electrical drilling machine
  - Skill saw
- \* Excavations including
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trench
- \* Welding including
  - Arc Welding
  - Gas welding
  - Flame cutting
  - Use of LP gas torches and appliances
- \* Loading & offloading of trucks
- \* Aggregate/sand and other materials delivery
- \* Manual and mechanical handling
- \* Lifting and lowering operations
  
- \* Driving & operation of construction vehicles and mobile plant including
  - Trenching machine
  - Excavator
  - Bomag roller
  - Plate compactor

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- Front end loader
- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant
- \* Use and storage of flammable liquids and other hazardous substances
- \* Layering and bedding
- \* Installation of pipes in trenches
- \* Pressure testing of pipelines
- \* Backfilling of trenches
- \* Protection against flooding
- \* Gabion work
- \* Use of explosives
- \* Protection from overhead power lines
- \* As discovered by the Principal Contractor's hazard identification exercise
- \* As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- \* As discovered from any accident/incident investigation.

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**C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN**

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- C3.4.3.2.1 SCOPE
- C3.4.3.2.2 DEFINITIONS
- C3.4.3.2.3 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
- C3.4.3.2.4 LEGAL REQUIREMENTS
- C3.4.3.2.5 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
- C3.4.3.2.6 TRAINING
- C3.4.3.2.7 ACTIVITIES/ASPECTS CAUSING IMPACTS
- C3.4.3.2.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
- C3.4.3.2.9 RECORD KEEPING
- C3.4.3.2.10 COMPLIANCE AND PENALTIES
- C3.4.3.2.11 MEASUREMENT AND PAYMENT

**C3.3.1 SCOPE**

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Roads Municipality Limpopo in writing for approval.

The EMP identifies the following:

- Construction activities that will impact on the environment.
- Specifications with which the contractor shall comply in order to protect the environment

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from the identified impacts.

Actions that shall be taken in the event of non-compliance.

### C3.4.3.2.1. DEFINITIONS

**Alien Vegetation:** alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

**Construction Activity:** a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Municipality Limited and National Roads Act, 1998 (Act No. 7, 1998)

**Environment:** environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

**Environmental Aspect:** an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

**Environmental Impact:** an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

**Record of Decision:** a record of decision is a written statement from the National Department of Environmental Affairs and Tourism, (N.DEAT) that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

**Road Reserve:** the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.



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**Road Width:** for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

### **C3.4.3.2.2. IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS**

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

- Pollution of atmosphere, soil or water
- Destruction or removal of fauna and flora and effect on biological diversity
- Deformation of the landscape
- Soil erosion
- Destruction of historical/heritage sites
- Effect on the built environment
- Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

### **C3.4.3.2.3. LEGAL REQUIREMENTS**

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a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

**C3.4.3.2.4. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS**

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

b) Administration

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Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

The type of construction activity.

Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect.

Methodology for impact containment for each activity or aspect.

Emergency/disaster incident and reaction procedures.

Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

### **c) Good Housekeeping**

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses 4.18 and 11.11 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

### **C3.4.3.2.5. ACTIVITIES/ASPECTS CAUSING IMPACTS**

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

### **C3.4.3.2.6. ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES**

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a) Site Establishment

i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 1402 (e).

ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

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The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v) Heating and Cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer. Read with COLTO Specifications 1402(g) and 1404(a).

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the engineer.

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c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site. Read with COLTO Specification 1404(a).

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites. (Read with COLTO Specification 1302(b)).

iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

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All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

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e) Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the engineer for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

f) Soil Management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. (Read with COLTO Specifications 3104(a), 5802(a), (g), 5804(a), (b) and (c)). The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be top soiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.



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ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and 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 or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former

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shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities. (Read with COLTO Specification 3100 and 3200).

ii) Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, and sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity. (Read with COLTO Standard Specification clauses 1217 and 3309)

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilising methods. The engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability (Read with COLTO standard Specifications clause 1214). The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

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i) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated. (Read with COLTO Specification 3203 and 4306).

j) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to

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advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

k)      Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the engineer for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j)      Spillages

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 tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer's instructions

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Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The National Monuments Council is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with COLTO General Condition of Contract Subclause 4.24 as amended by Particular Condition).

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. The National Monuments Council should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the National Monuments Council, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with COLTO General Conditions of Contract Subclause 4.24 as amended by Particular Condition).

l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

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m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

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**C3.4.3.2.7. RECORD KEEPING**

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

**C3.4.3.2.8. COMPLIANCE AND PENALTIES**

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

**a) Unnecessary removal or damage to trees**

- |   |   |                  |
|---|---|------------------|
| • 2600mm girth or less                            | : | R 5 000 per tree |
| • Greater than 2600mm, but less than 6180mm girth | : | R10 000 per tree |
| • Greater than 6180mm girth                       | : | R30 000 per tree |

**b) Serious violations:**

- |  |   |                               |
|--|---|-------------------------------|
| • Hazardous chemical/oil spill and/or dumping in non-approved sites.         | : | R10 000 per incident          |
| • General damage to sensitive environments.                                  | : | R 5 000 per incident          |
| • Damage to cultural and historical sites.                                   | : | R 5 000 per incident          |
| • Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). | : | R1 000 to R5 000 per incident |
| • Unauthorised blasting activities.  | : | R 5 000 per incident          |
| • Pollution of water sources.  | : | R 10 000 per incident         |

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

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**c) Less serious violations:**

• Littering on site.	:	R1 000 per incident
• Lighting of illegal fires on site.	:	R1 000 per incident
• Persistent or un-repaired fuel and oil leaks.	:	R1 000 per incident
• Excess dust or excess noise emanating from site.:		R1 000 per incident
• Dumping of milled material in side drains or on grassed areas:		R1 000 per incident
• Possession or use of intoxicating substances on site.:		R 500 per incident
• Any vehicles being driven in excess of designated speed limits.	:	R 500 per incident
• Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife.:		R2 000 per incident
• Illegal hunting.	:	R2 000 per incident
• Urination and defecation anywhere except in designated areas.	:	R 500 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

**C3.4.3.2.9. MEASUREMENT AND PAYMENT**

<b>Item</b>	<b>Unit</b>
<b>C100.01</b>	<b>Penalty for unnecessary removal or damage to trees for the following diameter sizes</b>
(a) 2600mm girth or less	number (No)
(b) Greater than 2600mm, but less than 6180mm girth	number (No)
(c) Greater than 6180mm girth	number (No)

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

<b>Item</b>	<b>Unit</b>
-------------	-------------



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**C100.02      Penalty for serious violations**

- |     |  |             |
|-----|--|-------------|
| (a) | Hazardous chemical/oil spill and/or dumping in non-approved sites  | number (No) |
| (b) | General damage to sensitive environments   |             |
| (c) | Damage to cultural and historical sites  | number (No) |
| (d) | Pollution of water sources   | number (No) |
| (e) | Unauthorised blasting activities   | number (No) |
| (f) | Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost) | number (No) |

The unit of measurement for C100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

<b>Item</b>		<b>Unit</b>
-------------	--	-------------

**C100.03      Penalty for less serious violations**

- |   |  |             |
|---|--|-------------|
| • | Littering on site  | number (No) |
| • | Lighting of illegal fires on site  | number (No) |
| • | Persistent or un-repaired fuel and oil leaks   | number (No) |
| • | Excess dust or excess noise emanating from site  | number (No) |
| • | Dumping of milled material inside drains or on grassed areas                                       | number (No) |
| • | Possession or use of intoxicating substances on site   | number (No) |
| • | Any vehicles being driven in excess of designated speed limits                                     | number (No) |
| • | Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife | number (No) |
| • | Illegal hunting  | number (No) |
| • | Urination and defecation anywhere except in designated areas                                       | number (No) |

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10. The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed. Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

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**Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities**

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	
1700	Clearing and	Waste treatment	Selection of site	Selection of site	Protection of indigenous	

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SECTION	CONTENTS	ENVIRONMENTAL IMPACTS					SENSITIVE AREAS (to be completed by compiler)
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION		
	grubbing	Hazardous waste Water supply Noise /lights Dust control	Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	vegetation Preserve topsoil		
2100 2400	- Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
3400 3900	- Pavement layers	Waste treatment Hazardous waste Water supply Spillage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation	Preserve indigenous vegetation Preserve topsoil		

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SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Storage Noise / lights Dust control	Demarcate sensitive areas Maintenance of windrows	Preserve topsoil	Management of weeds	
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	
5000	Ancillary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
7000	Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

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**MANAGEMENT**

**C3.5.1 MANAGEMENT MEETINGS**

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

**C3.5.2 QUALITY CONTROL**

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.

## PART C4: SITE INFORMATION

<a href="#">C4.1</a>	<a href="#">SITE INFORMATION</a> .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<a href="#">C4.2</a>	<a href="#">LOCALITY PLAN</a> .....	167

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EXTENTION 7**

**C4.1. SITE INFORMATION**

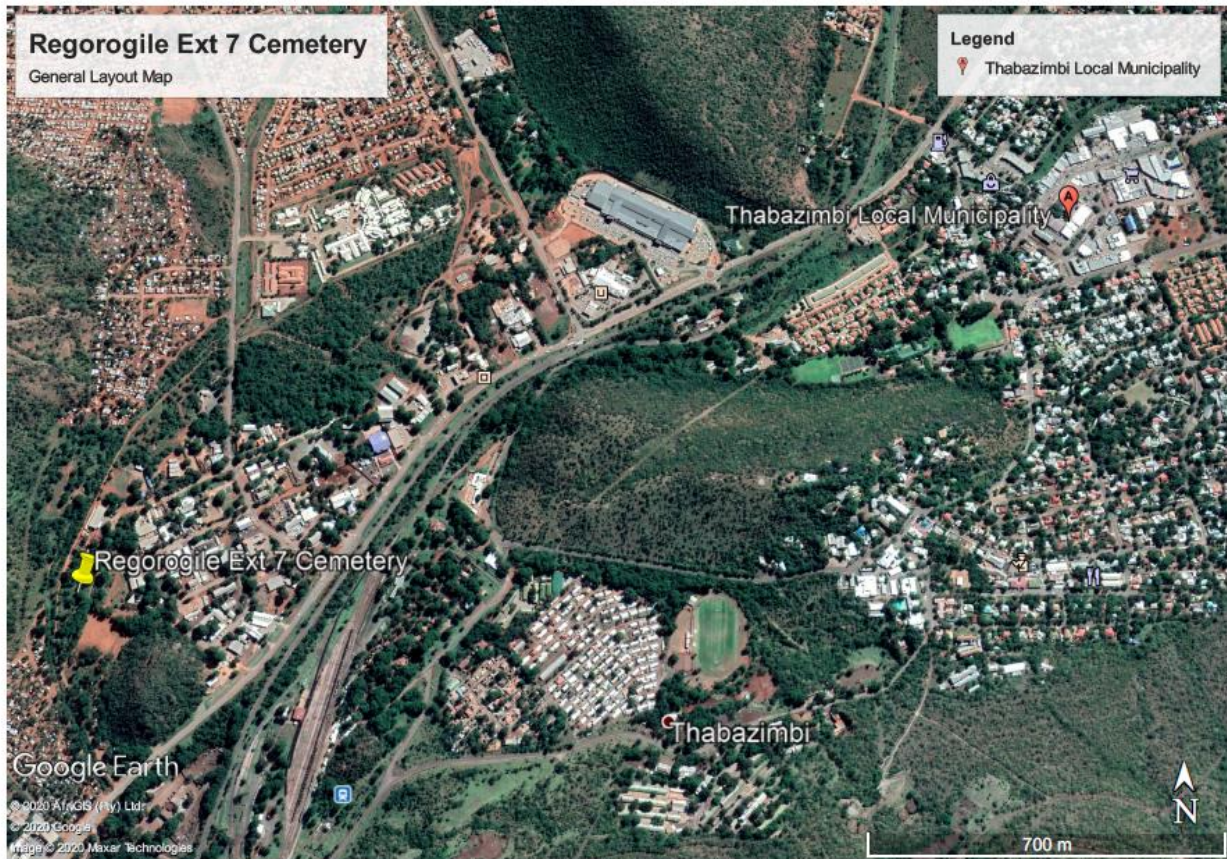
The cemetery is located about 2.6km North West of Thabazimbi CBD and 1.8km West of Regorogile Township. It is accessible from Chroom Drive and Tin Drive next to the Thabazimbi Industrial Section and the co-ordinates for the site are shown in the table below.

*Site Co-ordinates*

<b>Name</b>	<b>Latitude</b>	<b>Longitude</b>
REGOROGILE Cemetery	24° 35'52.1" S	27°23'13.2" E

RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7

C4.2. LOCALITY PLAN



*Locality Map*



**PART C5: ANNEXURES**

<a href="#">C5.1</a>	<a href="#">PROFORMA DOCUMENTS</a> .....	170
<a href="#">C5.2</a>	<a href="#">CONTRACT DRAWINGS</a> .....	178

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• **PROFORMA DOCUMENTS**

The following is a list of proforma documents and examples that are required to be completed by the successful tenderer.

<a href="#">C5.1.1</a>	<a href="#">RETENTION MONEY GUARANTEE PROFORMA</a> .....	171
<a href="#">C5.1.2</a>	<a href="#">EXAMPLE OF ABE DECLARATION AFFIDAVIT</a> .....	173
<a href="#">C5.1.4</a>	<a href="#">FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT</a> .....	H.133
<a href="#">C5.1.8</a>	<a href="#">FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT</a> .....	H.134

**RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
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**• RETENTION MONEY GUARANTEE PROFORMA**

**EXAMPLE**

..... Municipality  
.....  
.....  
.....

**FOR INFORMATION ONLY:**  
This Guarantee is not to be completed and signed by the Guarantor.  
A separate form will be issued to the successful Tenderer

**Notes to Tenderer.**

- 1. This pro forma is for information only. The successful tenderer’s guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.**
- 2. The tenderer’s guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.**

**BID NO. : TECH/13/2020-21**

**FOR**

**DESCRIPTION OF THE CONTRACT**

**“RE-ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7”**

The guarantee is issued on behalf of .....

Registration No .....

(hereinafter referred to as “the Contractor”) in connection with the above-mentioned contract (hereinafter referred to as “the Contract”).

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the .....

.....

(full name of guarantor) registration number .....

undertake to pay you such amounts as you may from time-to-time demand from us, immediately upon receipt of a written demand from you.

- 1. Each demand shall be in writing and delivered to us at .....**

**RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
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or such other address as we shall in writing notify to you.

2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
3. Our aggregate liability under this guarantee is limited to .....  
(R.....) and is restricted to payment of monies only.
4. 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 you, becomes payable to the Contractor.
5. This guarantee is neither negotiable nor transferable 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 4 (above), whichever is the earlier.

Signed at .....for and on behalf of .....

on this the . ..... day of ..... in the year .....

GUARANTOR: .....

AS WITNESS:

1. .... 2. ....

NAME(Print): ..... NAME(Print): .....

ADDRESS ..... ADDRESS .....

.....

.....

**RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
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**• EXAMPLE OF ABE DECLARATION AFFIDAVIT**

(facsimiles will be provided by the Employer to be completed by ABEs)

1. Name of firm : .....
- Postal address : .....
- Telephone no. : .....Fax no .....
- Contact person : .....
- VAT registration no. : .....

2. Type of firm (tick as appropriate)
  - Partnership.....
  - One person business/sole trader.....
  - Close corporation: registration no.....
  - Date of registration.....
  - Company: registration no.....
  - Pty Ltd: registration no.....

3. Principal Business Activities :.....

4. Service/work to be performed on this contract: .....

5. Participation in this contract
  - as a Sub-contractor Yes/No
  - in a Joint Venture Yes/No
  - with main contractor Yes/No
  - with a sub-contractor Yes/No

6. List all partners, proprietors and shareholders:

**RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
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<b>Name</b>	<b>ID. No.</b>	<b>Citizen of RSA Yes/No</b>	<b>PDI status Yes/No</b>	<b>%owned</b>

7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

<b>PROJECT AND WORK PERFORMED</b>	<b>EMPLOYER (NAME, ADDRESS, TEL, FAX)</b>	<b>VALUE OF RANDS</b>

**Notes to tenderer:**

Under column 1 state the assignment or contract (eg. Contract XYZ0123): Construction of rural roads) and follow this with the work carried out (eg. construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

**RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
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Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

**8. Declaration**

I, .....,  
being duly authorised to sign on behalf of the firm, affirm that the PDI equity in this business is as stated above and that the information furnished is true and correct.

Signature .....

Name (print) .....

Date .....

Signed on behalf of (print name) .....

Address .....

Telephone no. ....

Commissioner of Oath .....

Date .....

**Note: In the case of a Company a certificate of authority for signatory must be provide**

EXAMPLE

FORM RDP(E) : CONTRACT EMPLOYMENT REPORT

CONTRACT NO.....

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF 200X										
NAME OF COMPANY OR FIRM AND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	EMPLOYMENT							
			MALE	FEMAL E	TOTAL	PERSON/HOURS			VALUE (RAND)	
						MALE	FEMALE	TOTAL	MALE	FEMALE
		Unskilled (US)								
		Semi-Skilled (SS)								
		Skilled (SK)								
		Labtech (LT)								
		Surveyor (SUR)								
		Eng. Tech (ET)								
		Engineer (EN)								
		Admin (AD)								
		Others (o)								
<b>TOTALS</b>										
<b>GRAND TOTALS</b>										

EXAMPLE



FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT


CONTRACT NO.....

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF 200X						
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				


**RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING  
EXTENTION 7**



- **CONTRACT DRAWINGS**

# BOOK OF DRAWINGS

CONSULTING LOGO:	CONSULTING ADDRESS:
	<b>T2-TECH ENGINEERS (PTY) LTD</b> 1&A, CHURCH STREET P.O. Box 233 FAUNA PARK, 0787 POLOKWANE, 0700  TEL: (015) 291 3320 FAX: (015) 295 2116 E-MAIL:office@t2tech.co.za Website: www.t2tech.co.za

ISSUED FOR:
<b>TENDER DRAWINGS</b>
PROJECT TITLE:
<b>UPGRADING OF THABAZIMBI EXT.7 CEMETERIES</b>

CLIENT LOGO:	CLIENT ADDRESS:
	<b>THABAZIMBI LOCAL MUNICIPALITY</b> PRIVATE BAG X530, 7 RIETBOK STREET, THABAZIMBI 0380  TEL: (014) 777 1525 FAX: (014) 777 1531 Web: www.thabazimbi.gov.za

<b>REVISION SCHEDULE</b> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		NO.	DATE	REVISION	DESCRIPTION																																									DRAWN BY: <b>A. ZIGAK</b> CHECKED BY: <b>P. MANTYONA</b> DESIGN BY: <b>A. ZIGAK</b> PROJECT CHECKED BY: <b>P. MANTYONA</b> DIRECTOR APPROVAL BY: <b>TPV NDOU</b>	CONSULTING LOGO: 	CONSULTING ADDRESS: T2-TECH ENGINEERS (PTY) LTD 1&A, CHURCH STREET P.O. Box 233 FAUNA PARK, 0787 POLOKWANE, 0700 TEL: (015) 291 3320 FAX: (015) 295 2116 E-MAIL:office@t2tech.co.za Website: www.t2tech.co.za	PROJECT TITLE: <b>TENDER DRAWINGS</b> PROJECT TITLE: <b>UPGRADING OF THABAZIMBI EXT.7 CEMETERIES</b>	CLIENT LOGO: 	CLIENT ADDRESS: THABAZIMBI LOCAL MUNICIPALITY PRIVATE BAG X530, 7 RIETBOK STREET, THABAZIMBI 0380 TEL: (014) 777 1525 FAX: (014) 777 1531 Web: www.thabazimbi.gov.za	DRAWN BY: <b>P. MANTYONA</b> CHECKED BY: <b>TPV NDOU</b> NAME: <b>P. MANTYONA</b> SIGNATURE: _____ DATE: _____	PROJECT CHECKED BY: <b>TPV NDOU</b> NAME: <b>TPV NDOU</b> SIGNATURE: _____ DATE: _____	THE ABOVE SIGNATORY CERTIFY THAT THE DESIGNER AND CHECKER HAVE SEEN AND APPROVED THE DRAWING	PROJECT NO.: <b>TECH05/2015</b> DRAWING NO.: <b>000</b> SCALE: <b>A1</b> DATE: <b>11/05/2015</b> SHEET NO.: <b>T1905/00/BO/001/00</b> TOTAL SHEETS: <b>1</b>	DATE: _____ 1 of 1
NO.	DATE	REVISION	DESCRIPTION																																																					

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Drawing Number:	<b>LIST OF DRAWINGS</b>	
<b>1.</b>	<b>Book Of Drawings</b>	<b>T1905/DD/BD/001/00</b>
<b>2.</b>	<b>List Of Drawings</b>	<b>T1905/DD/LD/002/00</b>
<b>3.</b>	<b>Cemeteries Layout Map</b>	<b>T1905/DD/LP/003/00</b>
<b>4.</b>	<b>Locality Map 1</b>	<b>T1905/DD/LP/004/00</b>
<b>5.</b>	<b>Locality Map 2</b>	<b>T1905/DD/LP/005/00</b>
<b>6.</b>	<b>Survey Drawing</b>	<b>T1905/DD/LP/006/00</b>
<b>7.</b>	<b>Site Plan</b>	<b>T1905/DD/SP/007/00</b>
<b>8.</b>	<b>Fencing Layout Concrete Palisade Layout</b>	<b>T1905/DD/FS/008/00</b>
<b>9.</b>	<b>Steel Palisade Gate</b>	<b>T1905/DD/SP/009/00</b>
<b>10.</b>	<b>Fencing Layout: Brick And Steel Palisade</b>	<b>T1905/DD/FS/010/00</b>
<b>11.</b>	<b>Toilet Block: Ground Floor, Roof &amp; Foundation Plan</b>	<b>T1905/DD/TB/011/00</b>
<b>12.</b>	<b>Toilet Block: Elevations &amp; Section</b>	<b>T1905/DD/TB/012/00</b>
<b>13.</b>	<b>Guard room: Ground Floor, Roof &amp; Foundation Plan</b>	<b>T1905/DD/GR/013/00</b>
<b>14.</b>	<b>Guard room: Elevations &amp; Section</b>	<b>T1905/DD/GR/014/00</b>

<b>REVISION SCHEDULE</b>		DESIGNED BY: <b>N. ZOLEK</b>			<b>TENDER DRAWINGS</b>				CLIENT NAME: <b>THABAZIMBI LOCAL MUNICIPALITY</b>	CLIENT ADDRESS: <b>10101 BLOOMINGDALE DRIVE, BLOOMINGDALE, TLOKWE</b>	DESIGNED BY: <b>P. MANTYOSA</b>	CHECKED/APPVAL: <b>TPV NEDU</b>	PROJECT NO: <b>TECH05/2018</b>	REV: <b>000</b>
NO.	DATE	REVISION	BY	DATE	<b>UPGRADING OF THABAZIMBI EXT.7 CEMETERIES</b>				PROJECT NO: <b>NO. 20140181</b>	PROJECT ADDRESS: <b>REGOROGILE APPIESDOORING EXTENSION 7, TLOKWE</b>	NAME: <b>P. MANTYOSA</b>	NAME: <b>TPV NEDU</b>	SCALE: <b>A1</b>	DATE: <b>11/06/2018</b>
					<b>LIST OF DRAWINGS</b>				DATE: <b>NOVEMBER 2018</b>		DATE: <b>NOVEMBER 2018</b>			<b>1 of 1</b>





RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APIESDOORING EXTENTION 7

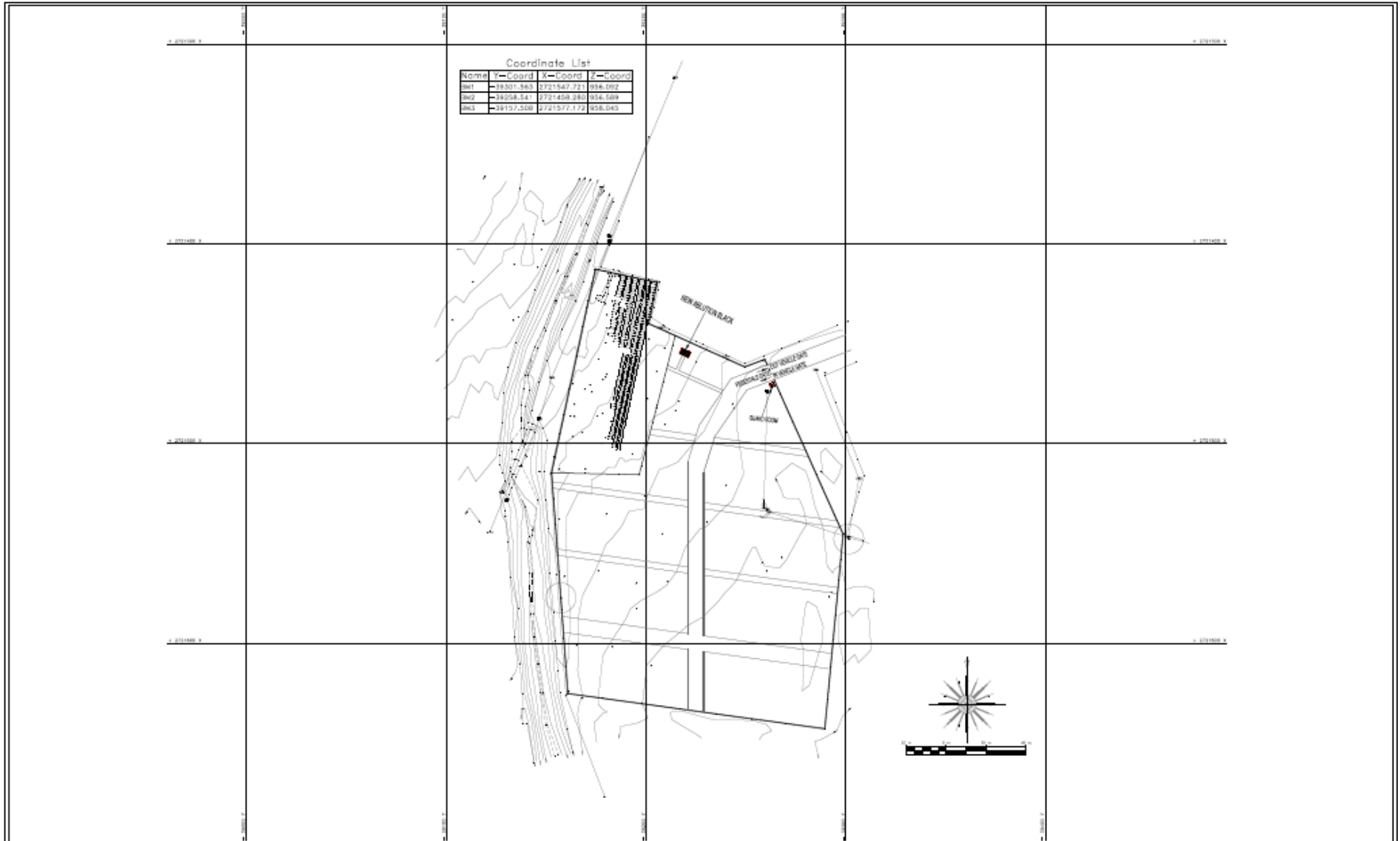


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NO.	DATE	REVISION																																									





RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING EXTENTION 7



Coordinate List

Name	Y-Coord	X-Coord	Z-Coord
BN1	-19301.563	2721547.721	936.092
BN2	-19258.541	2721458.280	936.089
BN3	-19157.508	2721577.172	936.043

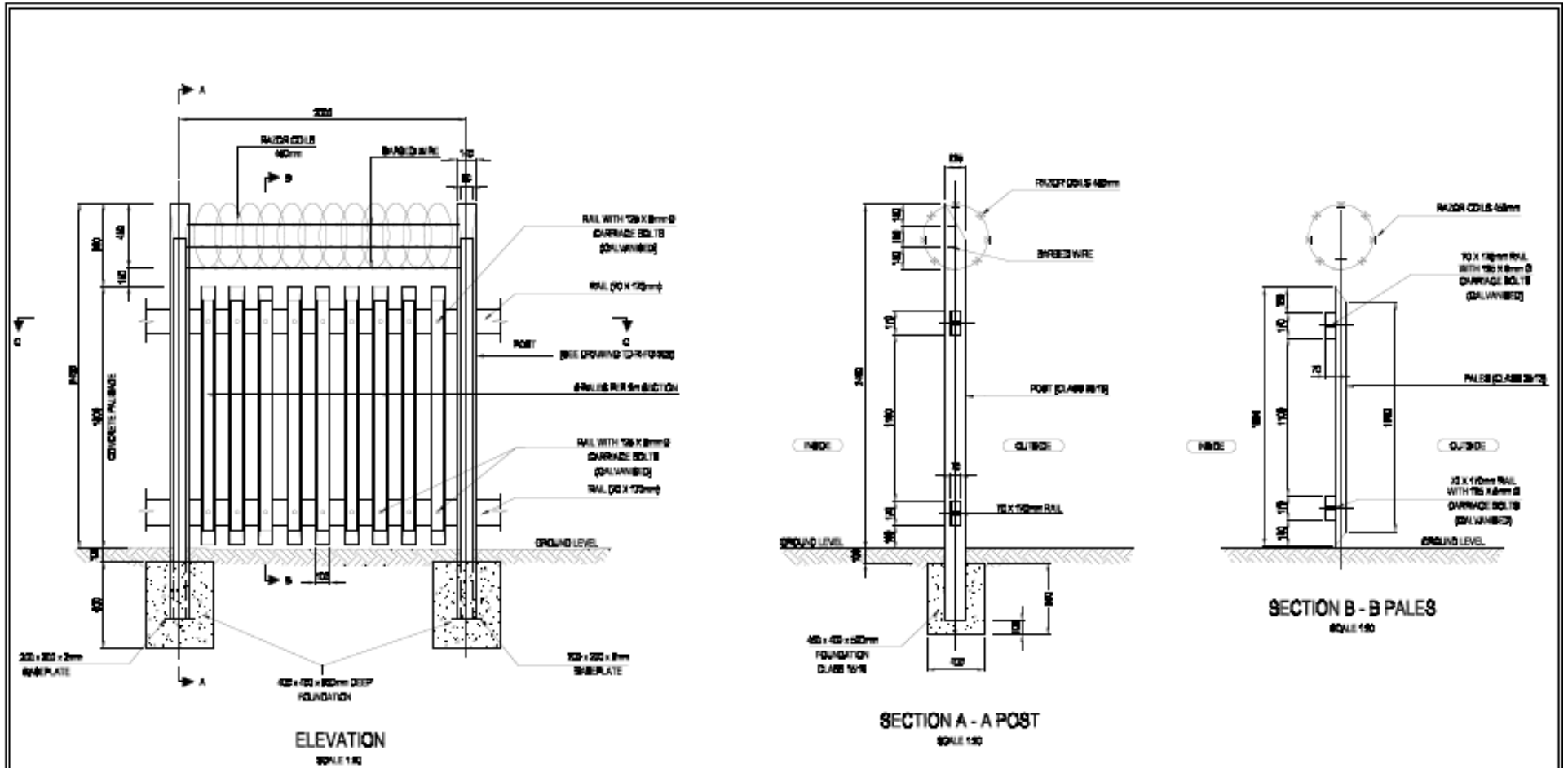
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MANTYOMA</b> APPROVED BY: <b>TPY NDOU</b>	<p><b>T2-Tech</b> ENGINEERS (PTY) LTD</p>	T2 TECH ENGINEERS (PTY) LTD 104, 105 & 106 107, 108 & 109 110 & 111 112 & 113 114 & 115 116 & 117 118 & 119 120 & 121 122 & 123 124 & 125 126 & 127 128 & 129 130 & 131 132 & 133 134 & 135 136 & 137 138 & 139 140 & 141 142 & 143 144 & 145 146 & 147 148 & 149 150 & 151 152 & 153 154 & 155 156 & 157 158 & 159 160 & 161 162 & 163 164 & 165 166 & 167 168 & 169 170 & 171 172 & 173 174 & 175 176 & 177 178 & 179 180 & 181 182 & 183 184 & 185 186 & 187 188 & 189 190 & 191 192 & 193 194 & 195 196 & 197 198 & 199 200 & 201 202 & 203 204 & 205 206 & 207 208 & 209 210 & 211 212 & 213 214 & 215 216 & 217 218 & 219 220 & 221 222 & 223 224 & 225 226 & 227 228 & 229 230 & 231 232 & 233 234 & 235 236 & 237 238 & 239 240 & 241 242 & 243 244 & 245 246 & 247 248 & 249 250 & 251 252 & 253 254 & 255 256 & 257 258 & 259 260 & 261 262 & 263 264 & 265 266 & 267 268 & 269 270 & 271 272 & 273 274 & 275 276 & 277 278 & 279 280 & 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681 682 & 683 684 & 685 686 & 687 688 & 689 690 & 691 692 & 693 694 & 695 696 & 697 698 & 699 700 & 701 702 & 703 704 & 705 706 & 707 708 & 709 710 & 711 712 & 713 714 & 715 716 & 717 718 & 719 720 & 721 722 & 723 724 & 725 726 & 727 728 & 729 730 & 731 732 & 733 734 & 735 736 & 737 738 & 739 740 & 741 742 & 743 744 & 745 746 & 747 748 & 749 750 & 751 752 & 753 754 & 755 756 & 757 758 & 759 760 & 761 762 & 763 764 & 765 766 & 767 768 & 769 770 & 771 772 & 773 774 & 775 776 & 777 778 & 779 780 & 781 782 & 783 784 & 785 786 & 787 788 & 789 790 & 791 792 & 793 794 & 795 796 & 797 798 & 799 800 & 801 802 & 803 804 & 805 806 & 807 808 & 809 810 & 811 812 & 813 814 & 815 816 & 817 818 & 819 820 & 821 822 & 823 824 & 825 826 & 827 828 & 829 830 & 831 832 & 833 834 & 835 836 & 837 838 & 839 840 & 841 842 & 843 844 & 845 846 & 847 848 & 849 850 & 851 852 & 853 854 & 855 856 & 857 858 & 859 860 & 861 862 & 863 864 & 865 866 & 867 868 & 869 870 & 871 872 & 873 874 & 875 876 & 877 878 & 879 880 & 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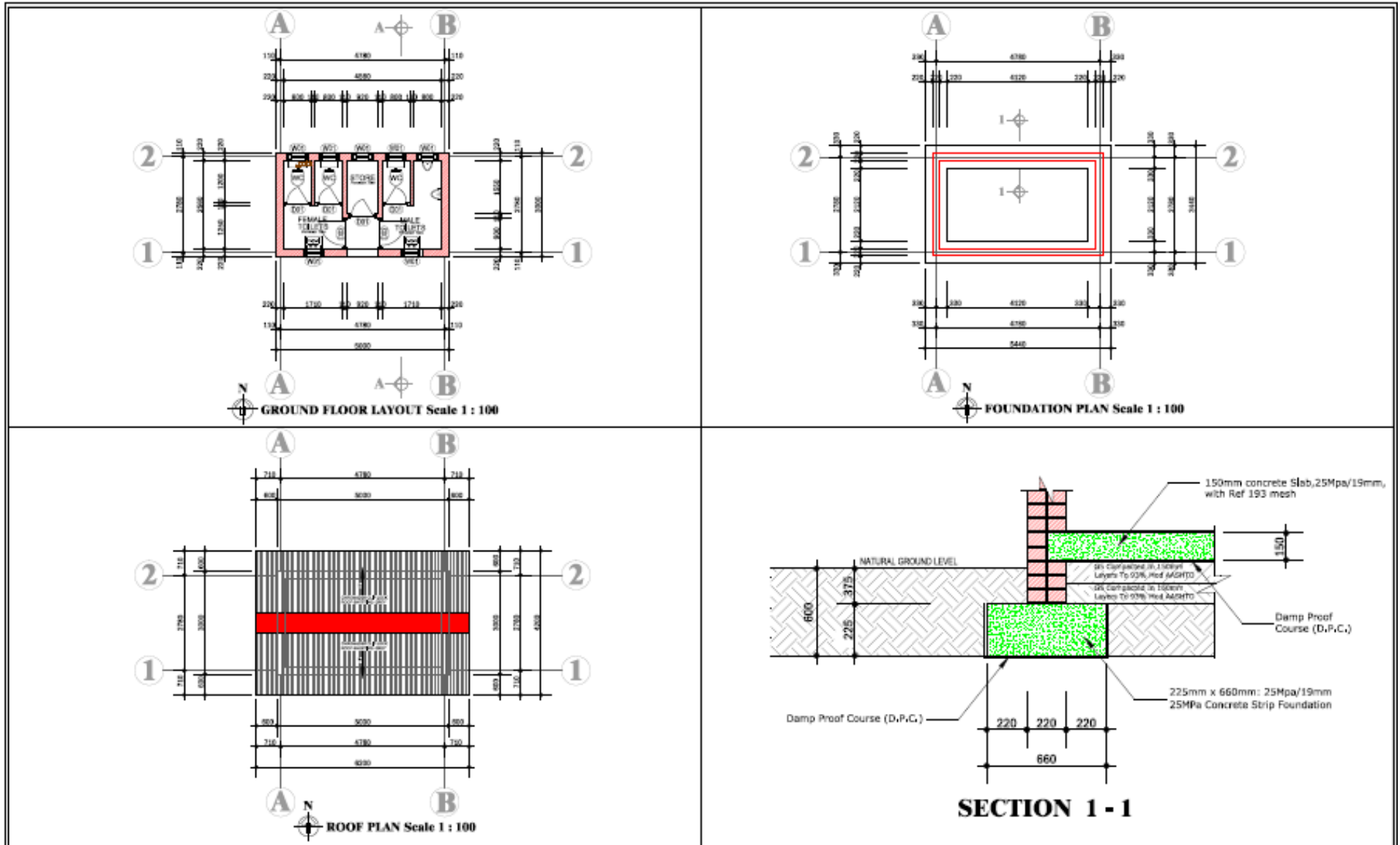
RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING EXTENTION 7



- NOTES
1. RAILS TO BE IN LENGTH OF MULTIPLES OF 3m (MIN. 4m)
  2. JOINTS BETWEEN RAILS TO BE IN CENTRE OF POSTS. JOINTS IN TOP RAIL AND BOTTOM RAIL NOT TO COINCIDE IN SAME POST.
  3. RAIL TO BE BONDED TO POSTS USING EPOXY 300 OR SIMILAR APPROVED ADHESIVE.

<b>REVISION SCHEDULE</b> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	REVISION													DRAWN BY: P. ZOGA CHECKED BY: P. ZOGA APPROVED BY: P. ZOGA DATE: 2024/05/10		TENDER DRAWINGS UPGRADING OF THABAZIMBI EXT.7 CEMETERIES PENCING LAYOUT, ELEVATIONS AND FOUNDATIONS DETAILS		NAME: P. MARYOMA SIGNATURE: _____ DATE: _____	NAME: TPV MOU SIGNATURE: _____ DATE: _____	THE ARCHITECT'S SIGNATURE CHECKED BY THE ARCHITECT AND CHECKED BY THE ARCHITECT AND APPROVED BY THE ARCHITECT	TECHNICAL DRAWING NO: 11865/DO/S/012/KC A1 1 of 1
NO.	DATE	REVISION																						

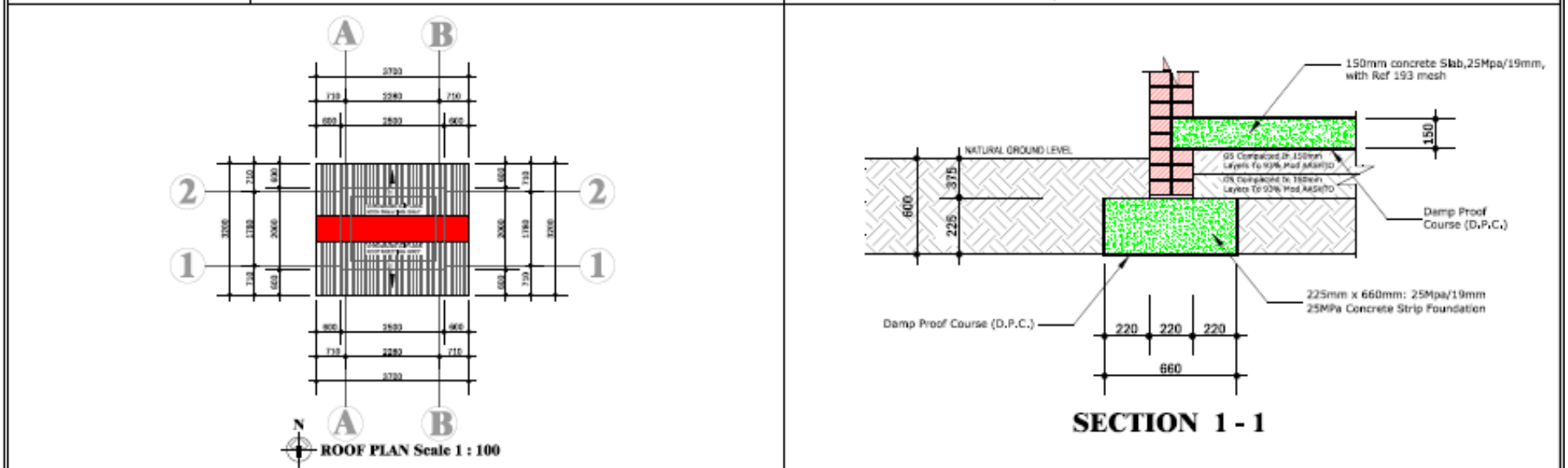
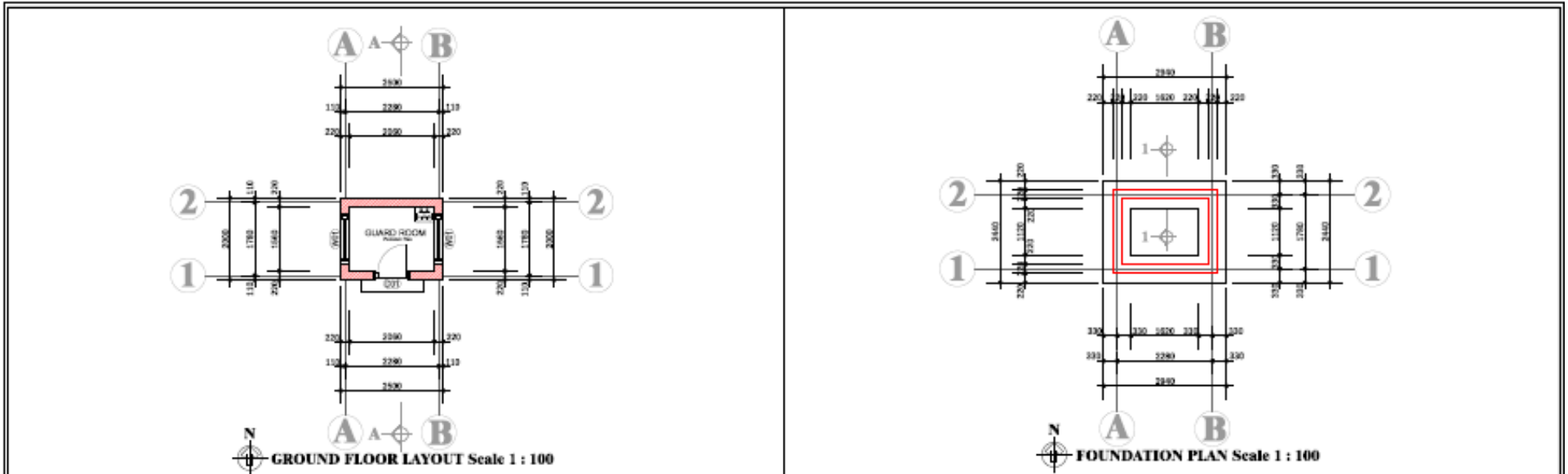
RE- ADVERT- CONSTRUCTION OF NEW CEMETRY AT REGOROGILE APPIESDOORING EXTENSION 7



<b>REVISION SCHEDULE</b> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	REVISION	DESCRIPTION																	DRAWN BY: P. ZOGA CHECKED BY: M. MATSON APPROVED BY: P. ZOGA DATE: 15/05/2018	T2-Tech ENGINEERS (PTY) LTD 1111 11th Street, Durban 4001	TENDER DRAWINGS UPGRADING OF THABAZIMBI EXT.7 CEMETERIES	SOUTH AFRICAN NATIONAL ANTHROPOLOGICAL SOCIETY	PROJECT NO: 2018/01 DRAWING NO: 2018/01/01	TECHNICAL OFFICE A1 1 of 1
NO.	DATE	REVISION	DESCRIPTION																								



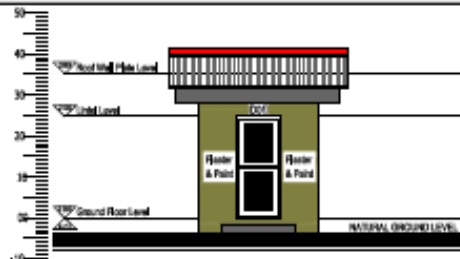
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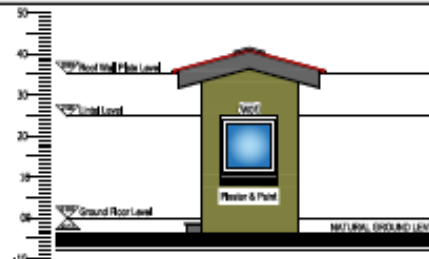
<b>REVISION SCHEDULE</b> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	REVISION	BY																	PROJECT NO: A. 2024A DRAWING NO: A. 2024A/01 DATE: 2024/08/01 DRAWN BY: TPV/DCU CHECKED BY: TPV/DCU	<p><b>T2-Tech</b> ENGINEERS (PTY) LTD</p>	TENDER DRAWINGS UPGRADING OF THABAZIMBI EXT.7 CEMETERIES		NAME: P. MATHOMA REG. NO. 2024/01 SIGNATURE: _____ DATE: _____	NAME: TPV/DCU REG. NO. 2024/01 SIGNATURE: _____ DATE: _____	THE ARCHITECT/ENGINEER/CONSULTANT CERTIFIES THAT THE DRAWINGS AND SPECIFICATIONS HAVE BEEN PREPARED AND APPROVED BY HIM/HIS EMPLOYEES.	PROJECT NO: A. 2024A DRAWING NO: A. 2024A/01 DATE: 2024/08/01	NO: 000 T1805DD/GR/01300 1 of 1
NO.	DATE	REVISION	BY																											



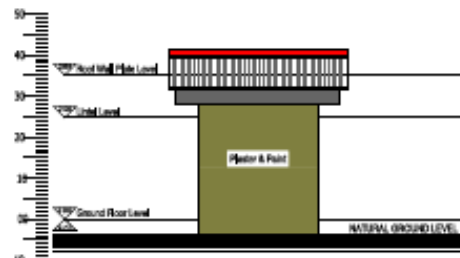
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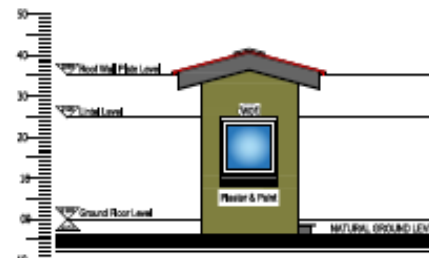
NORTH EAST ELEVATION Scale 1 : 100



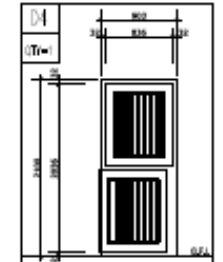
SOUTH WEST ELEVATION Scale 1 : 100



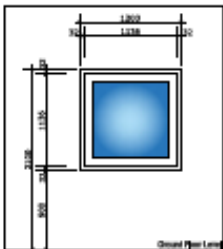
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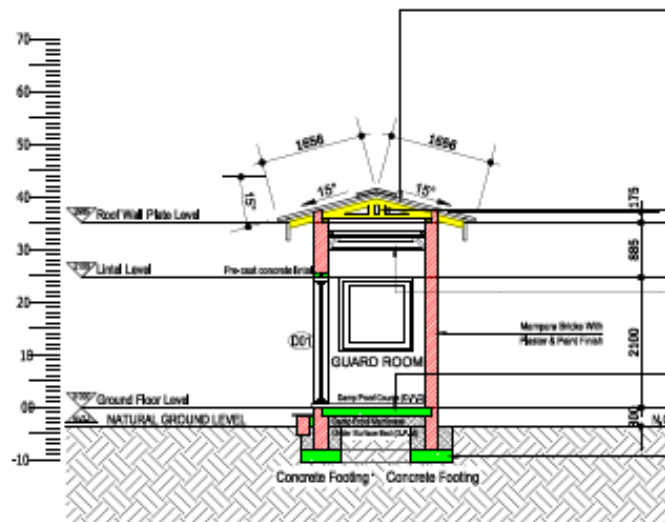
SOUTH WEST ELEVATION Scale 1 : 100



WINDOW  
 HEIGHT = 1400  
 WIDTH = 1400  
 FINISH = 150mm  
 U.P. 21



WINDOW NO.	W01
NO. REQUIRED	2
WINDOW SIZE	800 x 800
FINISH	Stone Aluminium
GLASS USED	Single Clear glass
WINDOW CODE	PT09
WINDOW AREA	0.64



SECTION A-A Scale 1 : 100

Roof tiles fixed at 10 degree pitch (to match existing) to straight bond with each tile fixed using non-corrosive nails to 38 x 38mm SABS approved sawn timber battens at maximum 345mm centres on 400 micron 2-ply soundbond undertile membrane with joints lapped 150mm, fixed over rafters with truss at maximum 950mm centres and finished with easyflash dormer and abutment sealer to all abutment

SABS approved Pre-fabricated roof truss at maximum 950mm centres, All in strict accordance to manufacturers detailed specification  
 Isover 115mm thick Aerolite non-combustible light weight fibre glasswool thermal insulation 12kg/m<sup>2</sup>, loosely fitted with ends butted between tie beams and laid loose between roof timber trusses, All in strict accordance to manufacturers detailed specification

6mm thick gypsum ceiling board nailed to SABS approved sawn timber battens with nails at maximum 150mm centres, All in strict accordance to manufacturers detailed specification

Concrete Floor Slab to Eng. specification

Foundation all according to engineer's detailed specification

Earth filling all in strict accordance to engineer's detailed specification

Soil poisoning to be done by approved specialist

REV.	DATE	DESCRIPTION

**T2-Tech**  
 ENGINEERS (PTY) LTD.

**T2-Tech**  
 ENGINEERS (PTY) LTD.

**TENDER DRAWINGS**  
 UPGRADING OF THABAZIMBI EXT.7  
 CEMETERIES

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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