



THABAZIMBI LOCAL MUNICIPALITY

**RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL STREETS,
PHASE 2**

**BID NO.: TECH 21/2020/21
CIDB GRADING 6 CE PE OR HIGHER**

**RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL STREETS, PHASE 2
(4.59 KM)**

NAME OF TENDERING ENTITY	
NAME OF TENDERING ENTITY REPRESENTATIVE	
PHYSICAL ADDRESS OF TENDERING ENTITY	
POSTAL ADDRESS OF TENDERING ENTITY	
CONTACT DETAILS OF TENDERING ENTITY	TEL. _____ FAX. _____ CELL. _____
TENDER AMOUNT FROM FORM OF OFFER	R. _____ (INC VAT)
CONTRACTORS CIDB GRADING	



PHATWE CONSULTING ENGINEERS
PO BOX 7656
RUSTENBURG
0300

TEL: (014) 594 2912
FAX: (014) 597 0758

THE MUNICIPAL MANAGER
THABAZIMBI LOCAL MUNICIPALITY
7 RIETBOK STREET
THABAZIMBI
0380
TEL: (014) 777 1525
FAX: (014) 777 1531



Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



THABAZIMBI LOCAL MUNICIPALITY

NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL STREETS, PHASE 2

BID NO.: TECH 21/2020/21

MAY 2021

TENDER DOCUMENT

<p>Issued by:</p> <p>Thabazimbi Local Municipality 7 Rietbok Street</p> <p>Private Bag X 530 Thabazimbi, 0380</p> <p>Contacts: Name : Mr. Jabulane Sifunda Telephone : +27 (14) 777 1525 Fax : +27 (14) 777 1531 </p>	<p>Prepared by:</p> <p>Phatwe Consulting Engineers 19A Von Wielligh Street Rustenburg, 0299</p> <p>P O Box 7656 Rustenburg, 0300</p> <p>Contacts: Name : Mr. A. O. Lobelo Telephone : +27 (14) 594 2912 Fax : +27 (14) 597 0758 </p>
<p>Tenderer</p>	
<p>Total of the prices inclusive of value added tax: R.....</p>	
<p>Preferences claimed in Terms of Preferential Procurement Regulations 2017</p> <p>B-BBEE Status Level Contribution as per Certificate <input style="float: right; margin-left: 20px;" type="checkbox"/></p>	

Employer

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Witness 1

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THABAZIMBI LOCAL MUNICIPALITY

RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL STREETS, PHASE 2

BID NO.: TECH 21/2020/21

PLEASE TAKE NOTE OF THE FOLLOWING:

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.

The following critical criteria have been identified for this Bid and any non-compliant thereto will lead to the bid regarded as non-responsive and disqualified from further evaluation

- **No Tender briefing due to Covid-19 regulations**
- **Power of attorney/ authority for signatory of JV.**
- **Valid Tax Clearance attached (If JV, Both) and SARS PIN.**
- **CIDB Grading of 6CEPE or Higher for Bid**
- **Forms of Offer completed in figures and words**
- **Document filled in with black pen.**
- **All pages signed or initiated.**
- **Certified BBBEE Certificate (If JV, certified copy of consolidated B-BBEE Certificates.**
- **Certified copies of CIPC Registration (If JV, for Both)**
- **Certified ID Copies of all the Directors/Members/shareholders of company/business/ (If JV for Both)**
- **Proof of maintaining a business bank accounts or original cancelled cheques or originally Stamped bank confirmation (If JV, a joint venture business account should be provided)**
- **Signed and Initialized JV Agreement (if applicable)**
- **Letter of intent for providing Guarantee must be from a Reputable Institution**
- **Original Letter of Good Standing with Compensation Commission (Compensation for Injuries and diseases)**
- **Occupational Health and Safety Plan**
- **Proof of Municipal rates and Taxes/Letter from Tribal Authority/ Lease agreements must be attached / or all Directors/ Trustees/ Members (Not older than 3 months)**
- **No price amendment without signature in the bills of quantity**
- **Certificate on Non-collusion**
- **Completed and signed all MBD documents (MBD 01', 04, 6.1, 08 and 09)**

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- **Completed MBD 5 and audited statements (AFS) – (Only where the tender amount exceeds R10mil including VAT)**
- **Completed clearance certificate for Water and Lights (Section 38 (d) (i))**
- **Non Alteration to the Bid document of submission of a copy of the original Bid document will Amount to disqualification.**

NB: BIDDERS WHO FAIL TO COMPLY WITH EITHER OR ALL OF THE ABOVEMENTIONED REQUIREMENTS SHALL BE AUTOMATICALLY DISQUALIFIED.

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(i)

THABAZIMBI LOCAL MUNICIPALITY

RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL STREETS, PHASE 2

BID NO.: TECH 21/2020/21

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER :

ADDRESS :

:

:

:

TELEPHONE NUMBER :

FAX NUMBER :

E-mail ADDRESS :

CLOSING DATE :

OFFERED TOTAL : R

(AMOUNT BROUGHT FORWARD FROM
THE FORM OF OFFER AND ACCEPTANCE
INCLUSIVE OF VAT)*

Signed by authorised representative of the Tenderer:

DATE:

Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

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THABAZIMBI LOCAL MUNICIPALITY

RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL STREETS, PHASE 2

BID NO.: TECH 21/2020/21

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T.1

THABAZIMBI LOCAL MUNICIPALITY

**RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL
STREETS, PHASE 2**

BID NO.: TECH 21/2020/21

THE TENDER

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T1.1
THABAZIMBI LOCAL MUNICIPALITY

**RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL
STREETS, PHASE 2**

BID NO.: TECH 21/2020/21

PART T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.2

T1.2 TENDER DATA

T1.4

Annexure F - Standard Conditions of Tender (CIDB Standard for Uniformity for construction Procurement,
Board Notice 136 Government Gazette No 38960 of 10 July 2015)

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T1.2
THABAZIMBI MUNICIPALITY

**RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL
STREETS, PHASE 2**

BID NO.: TECH 21/2020/21

T1.1 TENDER NOTICE AND INVITATION TO TENDER

THABAZIMBI LOCAL MUNICIPALITY

TENDER NOTICE

THIS IS A MIG FUNDED PROJECT.

INVITATION TO TENDER

BID NO.: TECH 21/2020/21

**FOR: RE-ADVERT - NORTHAM EXTENSION 5 UPGRADING OF INTERNAL STREETS
PHASE 2 (4.59Km)**

ONLY CIDB 6 CE PE OF HIGHER

Publish Date : **06 May 2021**
Compulsory clarification Date : **No briefing due to COVID-19**
Closing Date : **21 June 2021**

This tender is termed a major contract in terms of the Preferential Procurement Policy of THABAZIMBI LOCAL MUNICIPALITY and the point system that will be applied is 80/20 system, relating to preference and price points respectively and as is fully described in the tender document. Tenderers shall have the necessary skills, experience and capacity to complete and commission the Works successfully in terms of the tender documents and to the required standards.

Only Tenderers who employ staff that satisfy EPWP requirements are eligible to submit tenders. Tenders are hereby invited from prequalified only tenderers who can demonstrate that they will have in their employ staff which satisfy EPWP requirements during the contract validity are eligible to submit tenders.

The minimum number of work opportunities expected to be created under this project is

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Bid documents containing the conditions of the Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from the e-tender Publication Portal at www.etenders.go.za, and can be downloaded from the Municipal website at www.thabazimbi.go.za

Any queries relating to these documents may be addressed to Mr. Jabulane Sifunda, Tel No. (014) 777 1525, Fax no. (014) 777 1531 or email: jsifunda@gmail.com.

No briefing session due to Covid-19.

Sealed Bid Documents must be submitted in an envelope clearly indicating, “**BID NUMBER AND DESCRIPTION**” on the outside and must reach the undersigned by depositing it into the Municipal Tender box of THABAZIMBI LOCAL MUNICIPALITY offices, Council Chamber by no later than **21st June 2021 at 12:00 am**.

Please note that electronic/telegraphic tenders will not be accepted at this time, as the necessary infrastructure to process such tenders is not in place.

Conditions:

1. The Council of THABAZIMBI LOCAL MUNICIPALITY does not bind itself to accept any lowest bid/proposal. Bids remain valid for period of 90 days after closing date.
2. The 80/20 Preference Points System in line with 2017 PPPFA regulations will be applied.
3. All bid document submitted later than the prescribed time will not be considered.
4. Failure to submit complete signed mandatory returnable will be an immediate disqualification.
5. The bid is subject to price negotiation.
6. Bids documents/proposals must be bound neatly with all attachments, strictly sealed and marked bid numbers and should be deposited in a tender box at THABAZIMBI LOCAL MUNICIPALITY. 7 Rietbok Street , Thabazimbi, 0080

The Acting Municipal Manager
Mr LG. Tloubatla
Thabazimbi Local Municipality

Employer

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THABAZIMBI LOCAL MUNICIPALITY

RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL STREETS, PHASE 2

BID NO.: TECH 21/2020/21

T1.2 Tender Data

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

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

Clause number	Tender Data
F.1.1	The Employer is THABAZIMBI LOCAL MUNICIPALITY.
F.1.2	<p>The tender documents issued by the Employer comprise:</p> <p>Volume 1</p> <p>Part T1: Tendering Procedure</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of Guarantee</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Bills of Quantities</p> <p>C2.3 Summary of Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>Part D: OHS Specifications</p> <p>Part E: Site information</p> <p>E1 Site Information</p> <p>E2 Subsoil conditions</p>

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	Part F: Tender Drawings
F.1.3.2	<p>Replace the contents of the clause with the following:</p> <p>The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for the tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.</p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a CE class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture is registered with the CIDB; 2. The lead partner has a Contractor grading designation in the CE class of construction work; and 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 CE class of construction work. <p>Tenderers faced with the above scenario and who fail to meet the combined designation grading will not be considered for the tender.</p>
F.2.2	<p>Add the following to the clause:</p> <p>Tenders, accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's agent (if required).</p>
F.2.7	No briefing session due to Covid-19
F.2.10.5	<p>Add the following to the clause:</p> <p>A soft digital copy of the Bill of Quantities can be obtained from Mr Jabulane Sifunda (E-mail: jsifunda@gmail.com) at the THABAZIMBI LOCAL MUNICIPALITY office upon sufficient notice.</p>
F.2.11	<p>Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p>
F.2.12	No Alternative tenders will be acceptable.
F.2.13	<p>Add the following to the clause:</p> <p>No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</p>
F.2.13.2	Replace the contents of the clause with the following:

Employer

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	<p>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as original, plus 0 copies.
F.2.13.4	<p>Add the following to the clause:</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</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: Thabazimbi. Municipal Office Physical address: 7 Rietbok Street, Thabazimbi Identification details: BID NO.: TECH 21/2020/21, RE-ADVERT - NORTHAM EXT. 5 - UPGRADING OF INTERNAL STREETS, PHASE 2.</p> <p>Postal address: Private Bag X530, Thabazimbi, 0380</p> <p>The name and address of the tenderer shall be entered on the back of the envelope.</p>
F.2.13.9	<p>Add the following to the clause:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
F.2.14	<p>Add the following to the clause:</p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Section T2.2 : Returnable Schedules Section Section C1.1 : Form of Offer and Acceptance Section Section C1.2 : Contract Data (Part 2) Section Section C2.2 : Bill of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period.</p>

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	Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.3 of contracts of a similar nature and magnitude which they have successfully executed in the past. Accept that the Employer is restricted in accordance with clause 4. (4) of the Construction Regulations, 2003, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.
F.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.15.2	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16.1	The tender offer validity period is 90 days.
F.2.16.2	Add the following to the clause: If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.
F.2.18	The tenderer shall 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. Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders Add the following to the clause: Accept that if requested, the Tenderer shall within 14 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.
F.2.19	Accept that the Employer or his Agent, reserves the right to approach the Tenderer's Banker or Guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.
F.2.23	The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and a copy of a valid Tax clearance certificate for tendering issued by the South African Revenue Services. Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. The following certificates / information are to be provided with the tender offer. a. Certified copy of B-BBEE Certificate (If JV, certified copy of consolidated B-BBEE Certificate) b. Certified copy of CIPC Registration c. Joint Venture Agreement (if tenderer is a Joint Venture),

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	<p>d. Certified ID Copies of all the Directors/Members/shareholders of company/business/ (If JV for Both)</p> <p>e. Certificate of Non-collusion</p>
F.3.4	Tenders will be opened immediately after the closing time for tenders at 12:00.
F.3.5	A two-envelope procedure will not be followed.
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 2.</p> <p>The financial offer will be scored using Formula 2 (option 1) where the value of W_1 is:</p> <ol style="list-style-type: none"> 1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value in not exceeding of R50 000 000.00; 2) Up to 20 tender evaluation points will be awarded to tenderers who submitted a valid B-BBEE Status Level Verification Certificate and who are found to be eligible for the preference claimed.
F3.13.1	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer has in his or her possession an original valid Tax clearance certificate for tendering issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) the tenderer is registered with the Construction Industry Development Board in an appropriate Contractor grading designation; c) the tenderer or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the tenderer has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect.
F.3.14	<p>Replace the contents of the clause with the following:</p> <p>Notice of the award will be published on National Treasury www.etenders.gov.za</p>
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is two (2) .

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Annex F

(normative)

Standard Conditions of Tender

As published in Annexure F of the CIDB Standard for Uniformity for construction
Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General F.1.1 Actions

F.1.1.1 The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The Employer and the tenderer and all their Agents and Employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the Employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

F.1.1.3 The Employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an Employee and the organisation which employs that Employee.
 - iv) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his Staff or Agents in the tender process;

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- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;
- d) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- e) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and Employer's Agent

Each communication between the Employer and a tenderer shall be to or from the Employer's Agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's Agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure


F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions.


Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.


F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.


F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.


F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.



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F.1.6.3 Proposal procedure using the two stage-system**F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations**F.2.1 Eligibility**

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with Employer.

F.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.2.2 The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

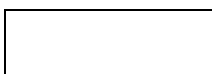
Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

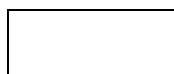
F.2.5 Reference documents

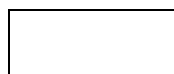
Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

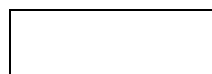
F.2.6 Acknowledge addenda

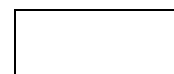
Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

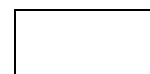

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F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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


F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.


F.2.13 Submitting a tender offer


F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.


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


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



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

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

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

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

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

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.


F.2.16.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.


F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".


F.2.17 Clarification of tender offer after submission


Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.


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



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F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings**F.3.1 Respond to requests from the tenderer**


F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.


F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:


- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.


F.3.2 Issue Addenda


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



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F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness


F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:


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


F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:


- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.


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



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F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.2 The Employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

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

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

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

P_s = Points scored for comparative price of tender or offer under consideration; *P_t* = Comparative price of tender or offer under consideration; and *P_{min}* = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
 (4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4) (b)
 (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
 (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

- (5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

90/10

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

Where

P_s = Points scored for comparative price of tender or offer under consideration; *P_t* = Comparative price of tender or offer under consideration; and *P_{min}* = Comparative price of lowest acceptable tender or offer.

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(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B- BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
<p>a</p> <p>P_m is the comparative offer of the most favourable comparative offer.</p> <p>P is the comparative offer of the tender offer under consideration.</p>			

Table F.1: Formulae for calculating the value of A

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

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Where: S_0 is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the Employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the Employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the Employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.


F.3.16 Notice to unsuccessful tenderers


F.3.16.1 Notify the successful tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.


F.3.16.2 After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.


F.3.17 Provide copies of the contracts


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



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F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i.Tender system.

F3.19.2 The Employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:


- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports


F3.19.5 The Employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.


F3.19.6 Consultative Forum must be an independent structure from the bid Committees.


F3.19.7 The information must be published on the Employer's website.


F 3.19.8 Records of such disclosed information must be retained for audit purposes.



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Witness 1


Witness 2


Contractor


Witness 1


Witness 2

THABAZIMBI LOCAL MUNICIPALITY

RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL STREETS, PHASE 2

BID NO.: TECH 21/2020/21

PART T2 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents.

T2.1	RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES	T2.2 – T2.8
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES	T2.9 – T2.10
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT	T2.15 – T2.31
T2.4	OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT	T2.34

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY

**RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL
STREETS, PHASE 2**

BID NO.: TECH 21/2020/21

**T2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION
PURPOSES**

FORM 2.1.1:AUTHORITY FOR SIGNATORY	T2.3
FORM 2.1.2:SCHEDULE OF WORK CARRIED OUT BY TENDERER	T2.4
FORM 2.1.3:PROPOSED KEY PERSONNEL	T2.5
FORM 2.1.4:SCHEDULE OF CONSTRUCTIONAL PLANT	T2.7

1. 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)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORMS 2.1.1 AUTHORITY FOR SIGNATURE

Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

"By resolution of the board of directors passed on *(date)*

Mr

has been duly authorised to sign all documents in connection with the Tender for Contract No and any Contract which may arise therefrom on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY :

IN HIS CAPACITY AS :

DATE :

FULL NAMES OF SIGNATORY :
 :

AS WITNESSES 1.

2.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 2.1.2 SCHEDULE OF WORK CARRIED OUT BY TENDERER

The Tenderer shall list below the last ten civil engineering contracts of a similar nature awarded to him. This information is material to the award of the Contract.

EMPLOYER (Name, tel no and fax no)	CONSULTING ENGINEER (Name, tel no and fax no)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 2.1.3 PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the contract should his tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME AND NATIONALITY OF: (i)NOMINEE (ii)ALTERNATE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
<u>HEADQUARTERS</u>		
Partner/director		
Project manager		
Other key staff (give designation)		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

[illegible]

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 2.1.4 SCHEDULE OF CONSTRUCTIONAL PLANT

The Tenderer shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

DESCRIPTION, SIZE, CAPACITY	NUMBER

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

DESCRIPTION, SIZE, CAPACITY	NUMBER

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY

**RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL
STREETS, PHASE 2**

BID NO.: TECH 21/2020/21

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM 2.2.2 PROOF OF REGISTRATION WITH CONSTRUCTION
INDUSTRY DEVELOPMENT BOARD

T2.10

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2

**FORM 2.2.2 PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY
DEVELOPMENT BOARD**

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as a Category CIDB **6 CE PE or higher** and will be validated on Central Supplier Database

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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY

RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL STREETS, PHASE 2

BID NO.: TECH 21/2020/21

T 2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

FORM 2.3.1: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003	T2.12
FORM 2.3.2: RECORD OF ADDENDA TO TENDER DOCUMENTS	T2.14
MBD 1: INVITATION TO BID	T2.15
MBD 2: ORIGINAL TAX CLEARANCE CERTIFICATE	T2.17
MBD 4: DECLARATION OF INTEREST OR COMPULSORY QUESTIONNAIRE	T2.18
MBD 5: DECLARATION OF PROCUREMENT ABOVE R10 million	T2.21
MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF PPR 2011	T2.23
MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	T2.32
MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	T2.34
CLEARANCE CERTIFICATE FOR WATER AND LIGHTS	T2.36

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 2.3.1 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

- 1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

YES	
NO	

- 2 Proposed approach to achieve compliance with the Regulations

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	

- 3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

- 4 Provide details of proposed training (if any) that will be undergone:

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2

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.....

5 Potential key risks identified and measures for addressing risks:

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.....

.....

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.....

.....

6 I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1 ID NO:

2 ID NO:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 2.3.2 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

SIGNED ON BEHALF OF TENDERER:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)				
BID NUMBER:		CLOSING DATE:		
DESCRIPTION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBE	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBE	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES ENCLOSE		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT		CONTACT PERSON		
CONTACT PERSON		TELEPHONE NUMBER		
TELEPHONE NUMBER		FACSIMILE NUMBER		
FACSIMILE NUMBER		E-MAIL ADDRESS		
E-MAIL ADDRESS				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:															
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>															
2. TAX COMPLIANCE REQUIREMENTS															
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>															
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 10%; text-align: center;">YES</td> <td style="width: 20%; text-align: center;">NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES	NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES	NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES	NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES	NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES	NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES	NO													
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES	NO													
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES	NO													
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES	NO													
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES	NO													

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax clearance certificate for tendering" and submit it to any SARS branch office nationally. The Tax clearance certificate for tendering Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax clearance certificate for tendering that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax clearance certificate for tendering must be submitted together with the bid. Failure to submit the original and valid Tax clearance certificate for tendering will result in the invalidation of the bid. Certified copies of the Tax clearance certificate for tendering will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax clearance certificate for tendering.
- 5 Copies of the TCC 001 "Application for a Tax clearance certificate for tendering" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax clearance certificate for tendering may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2

DECLARATION OF INTEREST

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

3.1 Full Name:

.....

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^{2*}

YES / NO

3.6.1 If so, furnish particulars.....

.....

3.7 Have you been in the service of the state for the past twelve months?

YES / NO

3.7.1 If so, furnish particulars.....

.....

.....

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

YES/NO

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

with the evaluation and or adjudication of this bid?

3.8.1 If so, furnish particulars.....

.....

.....

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

YES/NO

3.9.1 If so, furnish particulars

.....

.....

3.10 Are any of the company's Directors, Managers, Principal Shareholders or Stakeholders in service of the state?

YES / NO

3.10.1
If so, furnish particulars.

I

.....

.....

3.11 Are any spouse, child or parent of the company's Directors, Managers, Principal Shareholders or Stakeholders in service of the state?

YES/NO

3.11.1
If so, furnish particulars.

.....

.....

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

- (a) A member of –
 - any municipal council;
 - any provincial legislature; or
 - 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.

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

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

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

.....

.....

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

2.1 If no, this serves to certify that the bidder has no undisputed commitments for Municipal services towards any Municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

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

3.1 If yes, furnish particulars

.....

.....

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2

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

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

--

Employer

--

Witness 1

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Witness 2

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Contractor

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Witness 1

--

Witness 2

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 80/20 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (j3) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:
- | | POINTS |
|--|---------------|
| 1.3.1.1 PRICE | 80 or 90 |
| 1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION | 20 or 10 |
| Total points for Price and B-BBEE must not exceed | 100 |
- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of 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 bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

6. BID DECLARATION

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

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

B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated 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 company/firm:

9.2 VAT registration number:

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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Employer

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Witness 1

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Witness 2

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Contractor

--

Witness 1

--

Witness 2

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

.....

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the 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 bidder 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

.....
 Employer

.....
 Witness 1

.....
 Witness 2

.....
 Contractor

.....
 Witness 1

.....
 Witness 2

WITNESSES

1.

2.

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Evaluation of Bid offers

General

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

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

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

Scoring Financial Offers

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

$N_{FO} = W_1 \times A$ where:

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

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

A = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

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

where:

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

P = the comparative offer of Bid offer under consideration.

Tenders will be evaluated for functionality based on the following criteria, prior to evaluation in terms of the 80/20 preference point system. A **minimum qualifying score** of 60 must be achieved for functionality.

Criterion	Weight
Qualification of Key Personnel and company structure	20
Financial References	5
Company Experience on similar projects	30
Interpretation of Scope of works	5
Plant and Equipment	15
TOTAL	75

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FUNCTIONALITY COMPETENCE ACHIEVEMENT SCHEDULES

Criteria	Max. Points	Description of Requirements	Number of Points to be Allocated
Qualification of Key personnel and company structure (CV, ID and Qualification 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 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 or Higher with experience of similar projects.	4 or Higher years Exp – 3. 2 –3 years Exp -1
		Safety Officer has NQF level 5 and experience in Civil related projects	4 or Higher years Exp – 3. 1 years exp – 2
Financial Reference	5	Letter of good standing from the financial institution	5
Company Experience of Similar Projects. Letter of appointment and completion certificates of similar or larger projects within the last 5 years. Compulsory information – project details to be	30	5 Points for each appointment letter	
		Zero (0) similar project completed successfully.	0
		One (1) similar project completed successfully.	5
		Two (2) similar projects completed successfully.	10
		Three (3) similar projects completed successfully.	15
		Four (4) similar projects completed successfully.	20
		Five (5) similar projects completed successfully.	25
		Five (6) similar projects completed successfully.	30
Interpretation of Scope of works Submission of a clear proposed project programme in Gantt Format (Programme is considered realistic and include main components and subcomponents and Linkages	5	Good	5
		Moderate	2.5
		Poor	1
		None	0
Plant and Equipment (Registration certificates should be attached or intend to hire letter)	15	Excavator	4 – Own 2 - Hired
		Grader	3 – Own 1.5 - Hired
		Tipper trucks (6m3 – 10m3) x7	5 - Own 3.5 - Hired
		Water cart and self propelled Roller	3 – Own 1.5 - Hired

Bidders must obtain a **minimum of 60 points** must be achieved for functionality.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's/municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. 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 bid.

Item	Question	Yes	No
4.1	Is the bidder 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? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

WITNESS

1.

2.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:-

(Bid number and Description) in response to the invitation for the bid made by the Lesedi

Local Municipality do hereby made the following statements that I certify to be true and complete in every respect:-

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

1. I have read and I understand the contents of this certificate;
2. I understand that the accompanying bid will be disqualified if this certificate is found not be true and complete in every respect;
3. I am authorised by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person, whose signature appears on the accompanying bid, has been authorised by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:-
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium* will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:-
 - a) price;
 - b) geographical area where products or services will be rendered (market allocation);
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit a bid;
 - e) the submission of a bid, which does not meet the specifications and condition of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

9. The terms of the accompanying bid to have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practises related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

CLEARANCE CERTIFICATE FOR WATER & LIGHTS

Section 38 (d) (i) of Municipal Supply Chain Regulations requires that the Municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are not more than three months in arrears with the relevant municipality/ landlord in the municipal area where the service provider conducts his/ her business. **This form is to be completed only if the service provider's rates and taxes are not in arrears for more than three months.**

PART A – to be completed by the relevant municipality in the case where the service provider is the registered owner of the site / owner pays for municipal services / tenant pays for municipal services.

OR

PART B – to be completed by the landlord in the case where the service provider is renting the premises / rental paid by tenant include municipal services.

PART A (TO BE COMPLETED BY THE RELEVANT MUNICIPALITY)		
Name of the Municipality:		
Property Physical Address:		
Registered Name:		
Official's Name:	Municipality Stamp Here	
Signature:		
Date:		
Please tick whether in arrears or up- to-date Rates and taxes : Up- to- date / in arrears for more than 3 months Water: Up- to- date / in arrears for more than 3 months Electricity: Up- to- date / in arrears for more than 3 months Refuse: Up- to- date / in arrears for more than 3 months Other services: Up- to – date / arrears for more than 3 months		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PART B (TO BE COMPLETED BY THE LANDLORD)

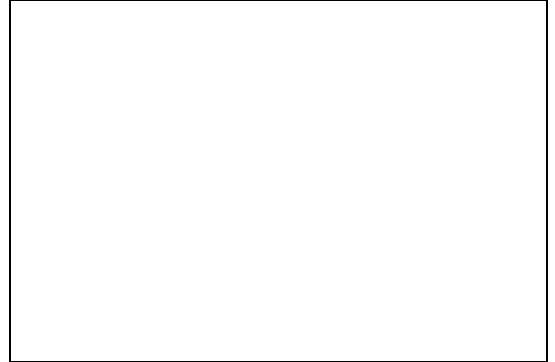
Name of the Landlord:

Property Physical Address:

Landlord Signature: _____

Date: _____

Landlord's business stamp Here

Or an
where the landlord
stamp)Affidavit from SAPS (in the event does not have a
business**Please tick whether in arrears or up- to-date**

Rental: Up- to- date / in arrears for more than 3 months

Municipal services: Up- to- date / in arrears for more than 3 months

THABAZIMBI LOCAL MUNICIPALITY

RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL STREETS PHASE 2

BID NO.: TECH 21/2020/21

T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT

T2.4.1	C1.1	FORM OF OFFER AND ACCEPTANCE (included in Part C1: Agreement and Contract Data)	C1.2 – C1.5
T2.4.2	C1.2	CONTRACT DATA Part 2 – Data Provided by the Contractor (included in Part C1: Agreement and Contract Data)	C1.6 – C1.20
T2.4.3	C2.2	BILLS OF QUANTITIES (included in Part C2: Pricing Data)	C2.4

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY

**RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL
STREETS PHASE 2**

BID NO.: TECH 21/2020/21

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA	C1.1 – C1.21
PART C2	PRICING DATA	C2.1 – C2.23
PART C3	SCOPE OF WORKS	.C3.1 – C3.57
PART C4	SITE INFORMATION	C4.1 – C4.1

THABAZIMBI LOCAL MUNICIPALITY**RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL
STREETS PHASE 2****BID NO.: TECH 21/2020/21****PART C1 AGREEMENT AND CONTRACT DATA**

C1.1	FORM OF OFFER AND ACCEPTANCE	C1.2
C1.2	CONTRACT DATA	C1.6
C1.3	FORM OF GUARANTEE (PRO FORMA)	C1.16
C1.4	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	C1.18

THABAZIMBI LOCAL MUNICIPALITY

RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL STREETS, PHASE 2

BID NO.: TECH 21/2020/21

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:

..... (Insert broad description of the Works)

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

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

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

.....rand (in words); R(in figures),

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

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and
signature of
witness _____

Date _____

CIDB Registration number _____

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ACCEPTANCE

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

The terms of the contract are contained in

Part C1 Agreements and Contract Data (which includes this Agreement)

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 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 the 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. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

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 (5) working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and signature of witness

Date

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

5 Subject _____

Details _____

6 Subject _____

Details _____

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and signature of witness

Date

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and signature of witness

Date

THABAZIMBI LOCAL MUNICIPALITY

RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL STREET PHASE 2

BID NO.: TECH 21/2020/21

C1.2 Contract Data

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 2nd Edition (2010), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The document (General Conditions of Contract for Construction Works, 2nd Edition (2010)) is available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or www.saice.org.za.

CONTRACT DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 2nd Edition (2010), the following Contract Data apply to this Contract.

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

Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.5	Replace the contents of Clause 1.1.1.5 with the following: The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
1.1.1.13	The Defects Liability Period for the Works shall be 365 days.
1.1.1.14	Add the following to the end of this definition: This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for achieving practical completion is 4 months.
1.1.1.15	The Employer is THABAZIMBI LOCAL MUNICIPALITY .
1.1.1.16	The Engineer is Phatwe Consulting Engineer
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.2.1	Add the following to the clause: 1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	<p>1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.</p>
1.2.1.2	<p>The address of the Employer is:</p> <p>THABAZIMBI LOCAL MUNICIPALITY Harry Gwala Street P/Bag X530 Thabazimbi 0380</p> <p>Telephone: (014)7771523</p> <p>Fax: (014)7771531</p> <p>E-mail: jsifunda@gmail.com</p> <p>The address and telephone number of the Engineer is:</p> <p>Phatwe Consulting Engineers 19 A Von Wielligh street Rustenburg</p> <p>P O Box 7656 Rustenburg 0300</p> <p>Tel: +27 14 594 2912 Fax: +27 14 597 0758</p>
1.3.6	<p>Add the following new Clause:</p> <p>The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
1.6	<p>CONTRACT WORKS shall mean the provision by the CONTRACTOR of all activities including the management, supervision and provision of labour, plant, equipment and materials with consumables unless provided for by the EMPLOYER in terms of the CONTRACT for purposes of providing SERVICES to the EMPLOYER as set out in the CONTRACT and in accordance with the EMPLOYER'S requirements.</p>
3.1.3	<p>The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	<p>3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4.1.2	<p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 design calculations should the Engineer request a copy thereof.</p> <p>4.1.2.4 engineering drawings and workshop details (both signed by the relevant Professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.4	<p>Add the following new clause:</p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.5	<p>Add the following new clause:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work</p>

Employer

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Witness 2

Contractor

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Witness 2

	performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
4.3.6	<p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his Designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.3.7	<p>Add the following new clause:</p> <p>The current Ministerial Determination for the Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No 949 of 22 October 2010, as appended to these Contract Data as Annexure A, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.10.3	<p>Add the following new clause:</p> <p>Contractor's employees</p> <p>It is agreed to between the Employer and the Contractor that the Contractor shall not employ any individual to work at the Site over the age of 62 ½. Neither the Employer nor the Contractor shall induce any employee of the other, who may be employed in connection with the Contract, to leave the employ of the current employer and shall not employ or offer employment to any employee of the other during the period of the Contract for a period of 6 months thereafter without the express approval in writing of the Employer. This restriction shall apply to all representatives of either the Employer or the Contractor and shall apply to persons employed on a Contract labour basis as if such persons were direct employees of either the Employer or the Contractor.</p>
5.3.1	<p>Add the following:</p> <p>The documentation required before commencement with Works Execution are:</p> <ul style="list-style-type: none"> ● Health and Safety Plan (Refer to Clause 4.3) ● Initial Programme (Refer to Clause 5.6) ● A detailed cashflow forecast (Refer to Clause 5.6.2.6) ● Security (Refer to Clause 6.2) ● Insurance (Refer to Clause 8.6)
5.3.2	<p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.
5.6.1	<p>Add the following to the clause:</p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
5.7.1	Delete the last paragraph of the clause and replace with the following:

Employer

Witness 1

Witness 2

Contractor

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	No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.
5.8.1	The non-working days are Sundays. Special non-working days shall be all South African Statutory holidays and the official building holidays
5.12.3	Delete the contents of the clause and insert the following: If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.
5.13.	Delete the contents of the clause and insert the following: 5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion. 5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been: 5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or 5.13.2.2 occupied or used by the Employer, his Agents, Employees or other Contractors (not being employed by the Contractor); then the appropriate penalty for delay referred to in Clause 5.13.1 above shall be reduced by the amount which is determined by the Engineer to be appropriate under the circumstances. 5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract. 5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor. 5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Engineer of the Employer to act in terms of Clause 9.2.
5.13.4	Add the following new Clause: If the Contractor shall, without the prior written permission of the Engineer, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract: <ul style="list-style-type: none"> fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or

Employer

Witness 1

Witness 2

Contractor

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Witness 2

	<ul style="list-style-type: none"> utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract; <p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p>
5.16.3	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1
6.1.1	<p>Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
6.2.1	This clause is applicable to this contract.
6.8.2	The application of a Contract Price Adjustment factor will Not apply to this Contract.
6.8.3	Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".
6.8.4	In line 8 delete the words "between the Employer and the Contractor".
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	<p>Monthly payments will be subject to a 10% retention from all certificates.</p> <p>One-half of the retention held in respect of the CONTRACT WORKS will be released on request following the issue of a "Certificate of Completion" for the CONTRACT WORKS.</p> <p>The balance of that portion of the retention will be released on request following the issue of the "Final Certificate" at expiry of the Warranty/Guarantee Period.</p>
6.10.4	In line 4 delete the word "said" and insert the word "correct".
6.10.9	<p>Replace the first sentence of the clause with the following:</p> <p>Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final statement of all moneys due to him for additional work ordered by the Engineer after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 10.3, and not yet resolved) plus the remainder of retention monies (subject to Clause 6.10.5) retained by the Employer.</p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

6.11.1.3	Delete "15 %" and replace it with "25%".
6.12.1	<p>Contested Payment Items</p> <p>If any item or part of an item in an invoice submitted by the Contractor is contested by the Employer, the Employer shall give notice of his intention to withhold payment with reasons and shall not delay payment on the remainder of the Contractor's invoice. The Employer and the Contractor shall resolve the contested payment items before submittal of the next invoice. Any disputes must be resolved by the Employer and the Contractor within 1 month from date of dispute and if not resolved, then reference to the dispute resolution measures as set out in Clause 10 of the Contract shall be made and shall apply.</p>
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000 per event, the number of events being unlimited.
9.4 9.4.1	<p>Breach and Termination</p> <p>Notwithstanding anything else in the Contract, either the Employer or the Contractor may terminate the Contract by giving 30 days written notice to the other for any reason whatsoever. In this instance, should the Contract be terminated, the Contractor shall honour its obligations and responsibilities in terms of the Contract. The Employer shall reimburse the Contractor for all reasonable and actual costs incurred up to the date of termination. The Employer and the Contractor agree that the Employer shall not be liable to the Contractor for any retrenchment or associated costs, loss of profit or any consequential damages</p>
9.4.2	It is specifically agreed to between the Employer and the Contractor, that the Employer and the Contractor take cognisance of the current economic situation worldwide and more specifically the Platinum Industry. It is therefore and in the light hereof specifically agreed, that should economic factors dictate an early termination of the Contract, that either the Employer or the Contractor requesting such termination shall not be in breach of any contractual obligation and, except for reasonable actual costs incurred to be paid, shall not be liable for any penalties, loss of profit of damages suffered including any retrenchment costs.
9.4.3	The Contractor will in as far as acting for and on behalf of the Employer in executing its obligation hereunder enter into agreements, or engage with any suppliers, Sub-Contractors and the like, on no lesser terms than are specifically agreed to herein.
10.5.3	The number of Adjudication Board Members to be appointed is 1 (One).
11.1	<p>NON-WAIVER</p> <p>Failure by the Employer or the Contractor at any time, or from time to time to enforce or ensure strict observance and performance of any terms or conditions of the Contract shall not constitute a waiver of, or affect or impair such terms or conditions in any way, nor shall such failure affect the right of either the Employer or the Contractor to avail itself at any time of such remedies as it may have for any future breach or breaches of such terms or conditions by either the Employer or the Contractor.</p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	
1.1.8	The Contractor is
1.2	The Contractor's address for receipt of communications is: Physical address: Postal address: Telephone: Fax: E-mail:
1.1.13	The time for completing the works is months.
37.2.2	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is%.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY

RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL STREETS, PHASE 2

BID NO.: TECH 21/2020/21

C1.3 Form of Guarantee

Contract No. **BID NO.: TECH 21/2020/21**

For use with the General Conditions of Contract for Construction Works, Second Edition, **2010**.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:.....

"Expiry Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum
2. The Guarantor's period of liability shall be from and including the date of issue of this performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum Certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the Full outstanding balance upon receipts of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in term 1.
7. Where the Guarantor has made payment in term 5, the Employer shall upon the date of issue of the final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Employer.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the services of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's court.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Signed at.....

Date.....

Guarantor's signatory (1).....

Capacity.....

Guarantor's signatory (2).....

Capacity.....

Witness signatory (1).....

Witness signatory (2).....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY

RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL STREETS, PHASE 2

BID NO.: TECH 21/2020/21

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

THIS AGREEMENT made at

on this the day of in the year

between (hereinafter called "the Employer") of the
one part, herein represented by

in his capacity as

and

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

in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, and has accepted a Tender by the Mandatary for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatary shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),

or

Employer

Witness 1

Witness 2

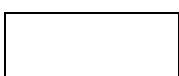
Contractor

Witness 1

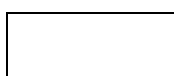
Witness 2

- (b) the date of termination of the Contract in terms of Clauses 9.1, 9.2 or 9.3 of the GCC (2010).
- 3 The Mandatary declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
- (i) Section 8 : General duties of Employers to their employees;
 - (ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.
- 4 In addition to the requirements of Clause 8.4 of the GCC (2010) and all relevant requirements, the Mandatary agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7 The Mandatary undertakes to ensure that he and/or subcontractors and/or their respective Employers will at all times comply with the following conditions:
- (a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatary and/or his employees and/or his subcontractors.

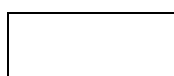
In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:



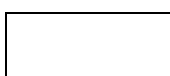
Employer



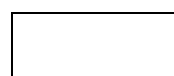
Witness 1



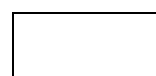
Witness 2



Contractor



Witness 1



Witness 2

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1 2

NAME 1 2
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATARY:

WITNESS 1 2

NAME 1 2
(IN CAPITALS)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatary in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on 20.....,

Mr/Ms whose signature

appears below, has been duly authorized to sign the AGREEMENT in terms of THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS: 1..... 2.

NAME (in capitals): 1..... 2.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY

**RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL
STREETS, PHASE 2**

BID NO.: TECH 21/2020/21

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 – C2.3

C2.2 BILL OF QUANTITIES

C2.4

THABAZIMBI LOCAL MUNICIPALITY

RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL STREETS, PHASE 2

BID NO.: TECH 21/2020/21

C2.1 Pricing Instructions

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities³. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

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

³ The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.
The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- 8 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 9 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

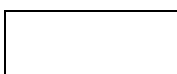
Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

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

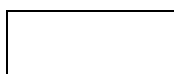
Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 11 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

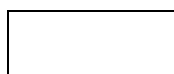
mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum



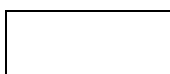
Employer



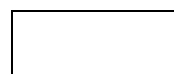
Witness 1



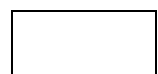
Witness 2



Contractor



Witness 1



Witness 2

THABAZIMBI LOCAL MUNICIPALITY

NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL STREETS, PHASE 2

BID NO.: TECH 21/2020/21

C2.2 BILL OF QUANTITIES

- SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS
- SECTION 1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS
- SECTION 1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL
- SECTION 1500 : ACCOMODATION OF TRAFFIC
- SECTION 1600 : OVERHAUL
- SECTION 1700 : CLEARING AND GRUBBING
- SECTION 2100 : DRAINS
- SECTION 2300 : CONCRETE KERBING, CONCRETE CHANNELING, OPEN CONCRETE CHUTE AND CONCRETE LININGS FOR OPEN DRAINS
- SECTION 3100 : BORROW MATERIALS
- SECTION 3300 : MASS EARTHWORKS
- SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL
- SECTION 3500 : STABILIZATION
- SECTION 5100 : PITCHING, STONework AND PROTECTING AGAINST EROSION
- SECTION 5500 : FENCING
- SECTION 5600 : ROAD SIGNS
- SECTION 5700 : ROAD MARKINGS
- SECTION 5900 : FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS
- SECTION 7300 : CONCRETE BLOCK PAVING FOR ROADS
- SECTION 8100 : TESTING MATERIAL AND WORKMANSHIP

SUMMARY OF BILL OF QUANTITIES

10% CONTEGENCIES

SUBTOTAL.....

15% VAT.....

TOTAL: CALCULATION OF TENDER SUM

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS				
B 12,02	Services				
	(a) (i) Lowering, Protection, Removal, Realignment and Replacement of Existing Electrical Services (Eskom).	Prov	1,00	R 10 000,00	
	(ii) Handling cost and profit in respect of subitem 12.02 (a)(i)	%	R 10 000,00		
	Protection, Realignment and Replacement of Existing water lines (iii) including replacing shortfall fittings	Prov	1,00	R 40 000,00	
	(iv) Handling cost and profit in respect of subitem 12.02 (a)(iii)	%	R 40 000,00		
	(v) Hand excavation to expose services	m ³	77,00		
	(vi) Saw cutting of existing Bituminous Surfacing	m ²	5,00		
B 12,03	Compliance with OHS Act (Act 85 of 1993)				
	(a) Compliance with Occupational and Safety (Act 85 of 1993) and all relevant and applicable regulations and the Employers Health and Safety Specifications				
	(i) Induction Training of site personnel	Sum	1,00		
	(ii) SHE representative (the SHE representative may perform the following functions in respect of the workplace or section of the workplace for which he has been designated: Review the effectiveness of health and safety measures; identify potential hazards and potential major incidents at the workplace; in collaboration with his employer, examine the cause of incidents at the workplace; investigate complaints by employees relating to employees health and safety at work; make representations to the employer or a health and safety committee on matters arising from the above mentioned paragraphs, or where such representations are unsuccessful, to an inspector; make representations to the employer on general matters affecting the health or safety of the employees at the work place; inspect the workplace, including any article, substance, plant, machinery or health and safety equipment at the workplace with a view to, the health and safety employees, at such intervals as my be agreed upon with employer: provided the health and safety representative shall give reasonable notice of his intention to carry out such an inspection to the employer, who may be present during the inspection; participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; receive information from inspectors and in his capacity as a health and safety representative attend meetings of the health and safety committee of which he is a member, in connection with any of the above functions)	Month	8,00		
	(iii) First aid equipments (A first aid box has a checklist inside which can guide incase there is missing content, and the first aider must be able to identify that and explain most of the content to someone who is not a first aider. Another one is a portable first aid kit. It is a small bag that can be carried to site. The protable kit is not the same as the first aid box as some of the contents are not the same as those within a first aid box.	Sum	1,00		
	(iv) Personal protective equipments (duration of contract)	Sum	1,00		
	(v) Barricading of open trenches and maintaining of barricades	Sum	1,00		
	(vi) Safety signage at site camp	Sum	1,00		
1200	TOTAL CARRIED FORWARD				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
Amount brought forward					
	(vii) Safety Officer (The safety officer is to be appointed on a full time basis. A safety officer may perform the following functions; Inspect the site to ensure that it is a hazard free environment; verifies that all tools and equipment are safe for use; promotes safe practice on site; enforce safety guidelines; conducts training and drills and exercises on how to manage emergency situations; conduct investigations of all accidents and possible threats; conducts work place hazard analysis; establish safety standards and policies, enforces the safety of all workers and aims on analysing possible hazardous situations; responds to employees safety concerns, co-ordinates the identification, registration and removal of hazardous waste; liaises with the department of labour and conducts full site inspections with inspectors and arranges for Occupational Health and Safety Act mandated testing and/or evaluations of the workplace by external agencies or consultants.	Month	8,00		
	(b) Provision of an OH & S Plan in terms of clause 5 of Occupational and Safety (Act 85 of 1993) the schedule, prior to the commencement of works as well as full consolidated copy of such plan at the completion of a record of all drawings, designs, copies of statutory appointment material used and other similar information.	Lump Sum	1,00		
	(c) Implementation of approved OHS plan for the duration of the contract, including daily/weekly inspections, Monthly meetings, required audits, consolidated health and safety file.	Month	8,00		
	(d) Full time competent & qualified employee of the Contractor as construction supervisor/s for the duration of the contract (Site Agent).	Month	8,00		
B12,04	(a)(i) Remuneration of the Community Liaison Officer	PC	1	R 49 500,00	
	(ii) Handling cost and profit in respect of subitem 12.04(a)(i)	%	R 49 500,00		
B12,07	Provision of Contract Sign Board (2800mm * 1900mm)	No	2,00		
B12,08	Provision of Training	PC	1,00	R 180 000,00	
	i). Handling costs and profit in respect of subitem 12.08	%	180 000,00		
1200	TOTAL CARRIED TO SUMMARY				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
1300	<u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
13,01	<p>The Contractor's general obligations:</p> <p>Payment of the lump sums tendered under subitem (a) and (b), and the rate per month for subitem (c) shall, for the three subitems together, include full compensation for all the contractors charges in respect of the following items, collectively termed the "contractors general obligations".</p> <p>(i) Setting up and maintaining his organization, personnel, camps, accomodation, ablution and other facilities, offices, stores, workshop, other tempoorary structures, fencing, testing facilities and constructional plant on the site their removal on completion of the contract.</p> <p>(ii) Complying with the requirements of the general conditions of contract and section 1200 of the specifications, including the effecting of insurance abd providing the sureties required.</p> <p>(iii) All general site and office overheads, profit, financial costs, risks, legal and contractual responsibilities and other costs and obligations of a preliminary or general nature which are not specifically measured for payment under any other items of payment.</p> <p>The lump sum tendered under item 13.01 (a) above shall represent full compensation for the fixed part of the contractor's general obligations, ie that part which is substantially fixed and is not a function of the time required for the completion of the contract or of the value of the work.</p> <p>Payment of lump sum tendered under subitem 13.01 (a) will be made in three installments as follows:</p> <p>(1) The first installment, 50% of the lump sum, will be paid in the first payment certificate after the contractor has met all his obligations under this section and has made a substantial start with construction in accordance with the approved programme.</p> <p>(2) The second instalment, 35% of the lump sum, will be paid when the value of the work done reaches one half of the tendered amount, exluding contingencies and price adjustments in terms of clause 49 of the General Conditions of Contract.</p> <p>(3) The third and final installment, 15% of the lump sum, will be paid when the works have been completed and the contractor has fulfilled all the requirements of this section,</p> <p>(a) Fixed obligations</p> <p>(b) Value-related obligations (insurance, surety and risk legal contractual responsibilities) pay conditions</p> <p>(c) Time-related obligations (operational expenses)</p>				
		Lump Sum	1,00		
		Lump Sum	1,00		
		Month	8,00		
1300	TOTAL CARRIED TO SUMMARY				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
1400	HOUSING, OFFICES AND LABORATORIES FOR THE Engineer's SITE PERSONNEL				
14,01	Office and laboratory accommodation: The provision of accommodation as specified, including roof, external and internal walls, windows complete with glazing , doors with locks and fittings, burglar proofing, painting, floors, fencing, the provision of a 220/250 volt electrical installation with wiring, switchboards, etc , water and sewerage installation, and stores, complete, in accordance with the drawings and specifications, except for items scheduled elsewhere: (a) Offices (interior floor space only) (e) Ablution units	m² No.	20,00 2,00		
14,02	Office and laboratory furniture: (a) Chairs (d) Desks, complete with drawers and locks (f) Conference Table	No. No. No.	15,00 2,00 1,00		
14,03	Office and laboratory fittings, installations and equipment: (a) Items measured by number: (iii) Double 55 watt fluorescent-light fittings complete with ballast and tubes. (vi) Wash-hand basin complete with taps and drains (x) Fire extinguisher 9,0 kg all purpose dry powder type, complete, mounted on wall with brackets (xi) Air-conditioning units with 2.2kW min. capacity mounted and with own power connection. (b) Prime-cost items and items paid for in a lump sum: (iii) Provide Cellular telephone and airtime for Engineer (iv) Handling costs and profit in respect of subsubitem 14.03(b)(iii) above	No. No. No. No. Prov Sum %	2,00 1,00 1,00 1,00 1,00 R 4 000,00		
14,07	Rented, hotel and other accomodation a) Provisional Sum for providing rented housing, hotel or other accomodation. b) Handling cost and profit in respect of subitem 14.07(a)	Prov Sum %	1,00 R 28 000,00	R 28 000,00	
14,08	Services: (a) Services at offices and laboratories (ii) Running costs	Month	8,00		
1400	TOTAL CARRIED TO SUMMARY				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
1500	ACCOMMODATION OF TRAFFIC				
15,03	Temporary traffic-control facilities: The unit of measurement shall be a day worked by flagman. The tendered rate shall include full compensation for a flagman who is required to control traffic by way of flags or portable STOP and GO-RY signs and shall include the provision of flags and safety jackets. (a) Flagmen The unit of measurement shall be the number of each sign provided, and as may be applicable, completely erected. The tendered rates shall include full compensation for providing, and where applicable, erecting each sign complete. In the case of subitem (b) it shall also include moving the sign as may be necessary. (e) Road signs, R- and TR-series (i) 900mm diameter (h) Delineators (TW 401 & TW 402) (ii) Mounted back to back (size) (i) Moveable barricades (chevron ROAD CLOSED type) (2700mm * 450mm) (j) Traffic cones (750mm high)	man-days	84,00		
15,05	Gravelling and repair of temporary deviation and existing gravel shoulder shoulder used as temporary deviations: The tendered rates shall include full compensation for procuring, furnishing, placing and compacting the gravel wearing course, including a free haul distance of 1.0 km, and the repair of local sections of the temporary deviations and gravel shoulders. (a) Temporary deviations	m³	50,00		
15,06	Watering of temporary deviations The tendered rates shall include full compensation for supply, transport and application of the water. Overhaul shall not apply to transporting the water used for the watering of temporary deviations.	kl	220,00		
15,07	Blading by road grader of: The unit of measurement for using a road grader to blade the surfaces of temporary deviations, existing roads and existing gravel shoulders used as temporary deviations shall be the kilometre-pass, that is each kilometre of the full width of the temporary deviation, the entire surface of which has been bladed by one pass of the road grader. In the case of temporary deviations constructed as two separate one-way roads, they shall be considered as one full width of the temporary deviation for purposes of measurement. (a) Temporary deviations	km-pass	1,00		
1500	TOTAL CARRIED TO SUMMARY				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
B1600	<u>OVERHAUL</u>				
B16,02	<p>The unit of measurement shall be the cubic metre of overhaul material hauled in excess of 1,0 km, multiplied by the overhaul distance.</p> <p>Both restricted and ordinary overhaul shall be payable on material having 0,5km free haul when this material is hauled in excess of 1,0km.</p> <p>Overhaul of material in excess of that required or for a further distance as may be necessary for the completion of the works or otherwise not authorized by the engineer will not be measured for payment purposes.</p> <p>The tendered rates for overhaul shall include full compensation for hauling material in excess of the free-haul distance.</p> <p>Overhaul on material in excess of 1,0 km (ordinary overhaul)</p> <p>The above conditions are applicable for the hauling of the excavated material to the spoil site and for the importation of dump rock to the construction site.</p>	m ³ - km	82 105,00		
1600	TOTAL CARRIED TO SUMMARY				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
1700	<u>CLEARING AND GRUBBING</u>				
17,01	Clearing and grubbing The unit of measurement for the clearing and grubbing is the hectare. The quantity shall be taken as the area in hectare (to the nearest 0,01ha) designated by the Engineer and cleared and grubbed in accordance with these specifications. The tendered rate shall include full compensation for all work necessary for the clearing of the surface, the removal and grubbing of trees and tree stumps (except large trees and stumps as defined below), cutting of branches, backfilling of cavities, demolishing and disposal of structures except where otherwise provided in the project specifications, and the removal, transporting, and disposal of material, all as specified in this section.	ha	4,59		
17,02	Removal and grubbing of large trees and tree stumps: The girth of trees or stumps shall be measured at the narrowest point of the tree or stump in the first metre of its height above ground level. Trees and stumps with a girth exceeding 1 m shall be measured individually and classified according to size in increments of 1 m as indicated above. The tendered rate shall include full compensation for all work necessary for the clearing and grubbing of trees and stumps of all sizes, the backfilling, of all holes and the removal and disposal of material, all as discribed in this section. (a) Girth exceeding 1m up to and including 2m	No.	2,00		
1700	TOTAL CARRIED TO SUMMARY				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
2300	CONCRETE KERBING, CONCRETE CHANNELLING, OPEN CONCRETE CHUTES AND CONCRETE LININGS FOR OPEN DRAINS				
23,01	Concrete kerbing: The tendered rate for each metre of concrete kerbing and/or kerbing- channeling combination shall include full compensation for the necessary excavation and preparation of bedding, backfilling, formwork, finishing, and for procuring, furnishing and installing all materials, kerbing and channeling, protecting at against staining, supporting the kerbs with in situ cast concrete, and filling and pointing all joints, all completed as specified.				
	(a) Precast mountable kerbs SABS 927(1969) fig 8c	m	5 046,00		
	(b) Precast barrier kerbs SABS 927(1969) fig 7	m	250,00		
	(c) 200mm X 150mm precast concrete edge beam class 20/19 concrete	m	5 046,00		
23,07	Trimming of excavations for concrete-lined open drains: The tendered rates shall include full compensation for all labour, plant, material and other additional work and incidentals necessary for trimming the excavation for open drains to the standard of finish required for the construction of concrete linings. All excavation, including the removal of unsuitable ground and backfilling with suitable material, shall be measured and paid for under section 2100. Payments shall distinguish between trimming in soft material and trimming in hard material as defined in clause 2105. No extra payment shall be made in respect of any soil or gravel backfilling, additional concrete, or mass-concrete backfilling required on account of overbreak or unavoidable unevenness of the excavations in difficult ground, the cost of which shall be deemed to be included in the tendered rates for trimming in hard material.				
	(a) In soft material	m ²	3 072,00		
	(b) In hard material	m ²	5,00		
23,08 / 64,01	Concrete lining for open drains Measurement of and payment for concrete shall be as specified in section 6400, but the tendered rate shall include full compensation for painting open joint surfaces as specified. The unit of measurement for surface finish shall be the square metre of finished surface. The tendered rate for surface finish shall include full compensation for all labour, plant, material and other additional work and incidentals required for trimming the concrete lining as specified. The unit of measurements for cast in situ concrete shall be the cubic metre of concrete in place. Quantities shall be calculated from the dimensions shown on the drawings or as authorised. No deduction in volume measured for payment shall be made for the volume of any reinforcing steel, inserts and pipe conduits up to 150mm in diameter embedded in the concrete. The tendered rate shall include full compensation for procuring and furnishing all the materials, storing the materials, providing all plant, mixing, transporting, placing and compacting the concrete, forming the inserts, construction joints (except for mandatory construction joints), and contraction joints, curing and protecting the concrete, repairing defective surfaces, and finishing the concrete surface as specified. Payment shall distinguish between the different classes of concrete.				
	(a) Cast in situ concrete V-drain (Class 25/19)	m ³	392,00		
	(b) Class U2 finish to cast in situ concrete	m ²	2 610,00		
2300	TOTAL CARRIED FORWARD				

 Employer

 Witness 1

 Witness 2

 Contractor

 Witness 1

 Witness 2

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
Amount brought forward					
23,09/62,03	<p>Formwork to cast in situ Concrete Lining for Open Drains (Class F2 surface finish)</p> <p>Measurement of and payment for formwork shall be as specified in section 6200. Formwork under item 23.09 (a) shall be measured and paid for only when the side slope of the slab exceeds 1 in 2 and the slab cannot be constructed without formwork even when a stiff concrete mix is used. When the contractor elects to use precast side slabs, payment will be made for formwork as if cast in situ concrete has been used.</p> <p>The unit of measurement shall be the square metre, and only the actual area of formwork in contact with the finished face of the concrete shall be measured. Formwork for the different classes of finish shall be measured separately. Formwork for construction joints shall be measured for payment under class F1 surface finish, but only formwork for mandatory construction joints shall be measured for payment.</p> <p>The tendered rates shall include full compensation for procuring and furnishing all materials required, erecting the falsework and formwork, constructing the forms, forming the grooves, fillets, chamfers and stop-ends for construction joints, treating and preparing the forms, all bolts, nuts, ties, struts and stay, stripping and removing the formwork after completion of the work, all labour, equipment and incidentals, and rubbing the surface treatment. Payment of 80% of the amount due for formwork will be made when the formwork has been removed, and payment of the remaining 20% will be made on approval of the concrete surface finish.</p> <p>(a) To Sides with Formwork on the internal face only</p> <p>(b) To sides with Formwork on both internal and External faces (each face measured)</p> <p>(c) To Ends of Slabs</p>				
23,10	<p>Sealed Joints in Concrete linings of open drains</p> <p>The unit of measurement shall be the metre of completed joint of each size and type.</p> <p>The tendered rate shall include full compensation for the supply of material and for all labour, formwork and incidentals necessary for sealing the joints as shown on the drawing or specified in the project specification.</p> <p>(a) 10mm Flexcell" or similar approved"</p>				
23,13	<p>Polyethylene sheeting (0.25mm thick) for concrete-lined open drains</p> <p>The unit of measurement shall be the square metre of area covered with polyethylene sheeting.</p> <p>The tendered rate shall include full compensation for procuring, furnishing, and installing the polyethylene sheeting, including wastage and overlap.</p>				
23,15	<p>Precast concrete blocks in outlet structures for velocity breakers (100mm x 100mm x 200mm)</p> <p>The unit of measurement is the number of precast concrete blocks provided and installed as shown on the drawings or directed by the Engineer.</p>	Unit	-		Rate only
23,12	<p>Steel reinforcement</p> <p>(a) Mild steel bars</p> <p>(b) High tensile steel bars</p> <p>(c) Welded steel fabric</p>	t t kg	0,0 0,0 5541		Rate only Rate only
2 300,00	TOTAL CARRIED TO SUMMARY				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
3100	<u>BORROW MATERIALS</u>				
31,01	Excess overburden The unit of measurement shall be in cubic metre of excess overburden measured in place before stripping. Such measurement shall be based on the depth of overburden as measured in the trial pits.	m ³	1 200,00		
31,03	Finishing-off borrow area / spoil area in: The unit of measurement for finishing-off borrow areas shall be the hectare measured in accordance with the finally excavated area of the borrow pit spoil area before it is finished off. The tendered rate shall include full compensation for finishing-off the borrow pits / spoil area as specified, including any further earth moving necessary for finishing, but excluding the establishment of grass. Borrow pits / spoil area shall be classified in accordance with the classification of the material removed there from and, where more than one class of material is taken from a borrow area, the area shall be appointed pro rata for classification purposes, in accordance with the volume of each type of material removed. (a) Hard material (b) Intermediate material (c) Soft material	ha ha ha	1,00 1,00 1,00		Rate only Rate only
B31.04	Royalties paid to the Farmer for accessing borrow pit materials.	Prov Sum	1,00	R 1 000 000,00	
B31.05	Percentage for charges and profit on the provisional sums for contractor's cost and profit on items B31.04	%	R 1 000 000,00		
31/32.06	Stockpiling of material	m ³	400,00		
3100	TOTAL CARRIED TO SUMMARY				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
3300	MASS EARTHWORKS The unit of measurement shall be the cubic metre of material measured in its original position in cut and computed by the method of average end areas from levelled cross-sections taken along the ground line after clearing and grubbing and the removal of top soil. If any, but prior to excavating the cut, with the final specified or authorized cross-section of the cut super-imposed thereon at intervals not exceeding 20m along the centre line of the road. The tendered rates for cut to spoil shall include full compensation for excavating from the road prism and roadbed in the various classes of excavation, for loading, transporting the material for free-haul distance of 0.5km, off-loading and disposing of the material as specified, including shaping and levelling-off any piles of spoil material. This payment item will also apply to the removal of unsuitable roadbed material, provided that it is stable material, and that instruction in respect of its removal be given before the excavations reach the level of the roadbed material to be removed, all as described in subclause 3305(a). Except where the temporary storage of spoil material is ordered by the Engineer, the tender rates shall also include full compensation for the temporary storage of spoil material, the later loading, transporting, off-loading and grading of the spoil material within the borrow areas, and reinstating the storage site to its original condition.				
33,04	Cut to spoil including free-haul up to 0,5 km. Material obtained from: (a) Soft excavation (b) Intermediate excavation (c) Hard Excavation Percentage for charges and profit on the provisional sums for Contractors cost and profit on item 33.04 (c)	m³ m³ Prov Sum %	16 046,00 100,00 1,00 R 25 000,00	R 25 000,00 R 25 000,00	
33,10	Roadbed preparation and the compaction of material The unit of measurement shall be the cubic metre of roadbed material prepared and compacted as specified in subclause 3305 (c). The quantity shall be computed in accordance with the authorized dimensions of the compacted layers. The tendered rates shall include full compensation for shaping, scarifying, mixing of in situ and imported material if required, and preparing and compacting the material as specified. (b) Compaction to 93% of modified AASHTO density	m³	4 542,00		
3300	TOTAL CARRIED TO SUMMARY				

 Employer

 Witness 1

 Witness 2

 Contractor

 Witness 1

 Witness 2

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
3500	STABILIZATION The unit for measurement shall be the cubic metre of the stabilized material, the quantity of which shall be determined in accordance with the authorized dimensions of the layers treated as instructed by the engineer. The tendered rates for chemical stabilization shall be paid as extra over the rates tendered for constructing the unstabilized layers. the tendered rates shall therefore include full compensation for spreading and mixing the stabilizing agent, curing the stabilized sections, any extra water required, and all materials, supervision, labour, plant, equipment, tools and incidentals (extra over those provided for in the rates tendered for constructing thge unstabilized layer) necessary for completing the specified work, but excluding the cost of supplying the stabilizing agent. No distinction will be made in respect of the type of stabilizing agent used, the time for completion or the specific layer being stabilized, and extra over rate tendered shall apply to any combination thereof. The engineer reserves to himself the right to vary the thicknesss of the layer to be stabilized by up to 20mm, and the contract rate for this work shall not be amended by such change.				
35,01	Chemical stabilization (150mm thick) extra over unstabilized compacted layers (base)	m³	4541		
35,02	Chemical stabilizing agent				
	(a) Roadsurre cement	ton	681		
35,04	Provision and application of water for curing	kl	400		
3500	TOTAL CARRIED FORWARD TO SUMMARY				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
5100	<u>PITCHING, STONework AND PROTECTION AGAINST EROSION</u>				
51,01	<p>Stone pitching:</p> <p>The unit of measurement for pitching shall be the square metre of each type of pitching in place.</p> <p>The tendered rate for each type of stone pitching shall include full compensation for furnishing all materials, making all excavations excluding trench and bulk excavations, compacting and trimming the excavated surfaces, forming and clearing the weepholes, placing stones and grouting, or wiring and grouting where applicable, and for all other work necessary for completing the pitched as specified. The tendered rate for grouted stone pitching on a concrete bed shall also include full compensation for the concrete bed.</p> <p>Excavations for foundation trenches and concrete edge beams and the construction of the concrete edge beams will be paid for separately.</p> <p>(b) Grouted stone pitching</p>	m²	150,00		
5100	TOTAL CARRIED TO SUMMARY				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
5500	FENCING				
55,02	<p>Supply and erect new fencing material for new fences and for supplementing material in existing fences which are being repaired or removed:</p> <p>The quantity of material used shall be determined by measuring the quantities of individual items of material used in the completed fence. The linear measurement of the completed fence shall not apply.</p> <p>The appropriate units of measurement are as follows:</p> <p>Straining posts (subitem (i))</p> <p>The unit of measurement shall be the number of posts, as follows:</p> <p>All straining posts erected in accordance with the maximum specified spacing or such lesser spacing as authorised by the Engineer, all corner posts and posts at the bends authorised by the Engineer, and all end posts</p> <p>Standards and dropper (subitems (g) and (h))</p> <p>The unit of measurement shall be the number of standards and droppers erected to the maximum specified spacing or such lesser spacing as authorized by the engineer.</p> <p>Diamond mesh, wire netting and hinge joints mesh (subitem (c.), (d) and (f))</p> <p>The unit of measurement shall be the square metre of diamond mesh, wire netting or hinge joint mesh, the quantity of which shall be calculated according to the prescribed width and the length between the straining posts or gate posts, or the length of strips used for covering openings under fences, or the length used for covering the gates.</p> <p>Stays and anchors (subitem (j))</p> <p>The unit of measurement shall be the number of stays and anchors of each type installed.</p> <p>The tendered rate for each straining post, standard, dropper, each kilo-metre of fencing wire and barbed-tape concertina wire, and each square metre of diamond mesh, wire netting or hinge joint mesh, and for each anchor or stay shall include full compensation for providing all the materials, including all concrete, tying wire, straining wire, bolts, washers and nuts, for excavating or drilling holes for standards, for erecting the posts, standards and droppers and the complete putting up of the fence as specified and as shown on the drawings. No separate payment will be made in respect of stone packing and/or trenching in the case of wire netting,</p> <p>(c) Diamond mesh, 1.2m (2,5mm thick with 64mm x 64mm openings).</p> <p>(h) Dropper , 1.8m(0,56kg/m ridgeback pattern: 3,5m c/c max)</p> <p>(i) Vertical</p> <p>(1) Steel straining posts 1,8m (76mm outside diameter, steel pipe, wall thickness 2,95mm, galvanised.)</p> <p>(ii)Inclined</p> <p>(1) Steel stay and anchors (60,33mm outside diameter, steel pipe, wall thickness 2,95mm, galvanised.)</p>				
55,03	<p>New gates</p> <p>The unit of measurement shall be the number of new gates erected.</p> <p>The tendered rates shall include full compensation for procuring and furnishing all material, including gates, zinc-coating, painting, hinges bolts, and for installing the gates complete as specified and as shown on the drawings.it shall not include compensation for any fencing wire or mesh fitted onto the gate. Gate posts will be paid for under subitem 55.02(i).</p>	No	2,00		
5500	TOTAL CARRIED TO SUMMARY				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
5600	ROAD SIGNS				
56,01	<p>Road sign boards with painted or colour semi-matt background. Symbol, letting and borders in semi-matt black or in Class I retroflective materials, where the sign board is constructed from.</p> <p>The unit of measurement shall be the square metre of completed road sign board.</p> <p>The tendered rate shall include full compensation for procuring and furnishing all the material, and for manufacturing and supplying the completed road sign board, including amongst others the supporting framework, reinforcement, cross bracing, struts, fixing brackets, angle irons, channel profiles, galvanizing (if specified), painting, retro-reflective or semi-matt black lettering, symbols, number, arrows, emblems and borders, for attaching the road sign board to a road sign support structure, or to an overhead road sign structure, or to an overbridge, and for all materials, equipment, labour, supervision, nuts, bolts, transport, handling, etc necessary for the manufacture, completion, delivery and installation of the road sign board completed as specified.</p> <p>(c) Prepainted galvanised steel plate (Chromadek or approved equivalent):</p> <p>(l) Area not exceeding 2m²</p>	m ²	57,00		
56,03	<p>Road signs supports (overhead road sign structures excluded):</p> <p>(a) The unit of measurement of supporting structures manufactured from steel tubing shall be the ton of steel tubing used. Bolts and other accessories shall not be measured.</p> <p>The tendered rate for subitem (a) shall include full compensation for manufacturing and erecting the road sign supports, including all bolts, screws, rivets, welding and accessories, together with the painting and galvanising required, treatment of timber support and the provision and the treatment of breakaway holes in timber supports.</p> <p>(a) Steel tubing: (76mm dia x 3.0mm thickness)</p>	t	1,00		
56,05	<p>Excavation and backfilling for road sign supports</p> <p>The unit of measurement shall be the cubic metre of excavation measured in place according to the neat dimensions of the footings or excavations as shown on the drawings or directed by the Engineer. In the case of timber posts not in concrete, the plan area of the excavated hole shall not be taken as 0,15m², irrespective of the actual size of the excavated hole.</p> <p>The tendered rate shall include full compensation for excavating, backfilling and compacting the backfill material, for the disposal of surplus excavated material, and for providing the backfill material.</p>	m ³	10,00		
56,06	<p>Extra over item 56.05 for cement-treated soil backfill</p> <p>The unit of measurement shall be the cubic metre of excavation backfilled with cement-treated soil, measured as specified in item 56.05.</p> <p>The tendered rate shall include full compensation for the additional cost of providing and mixing in cement in the backfill material.</p>	m ³	5,00		
56,07	<p>Extra over item 56.05 for rock excavation</p> <p>The unit of measurement shall be the in situ cubic metre of rock excavated within the excavation limits specified in item 56.05.</p> <p>The tendered rates shall include full compensation for the additional cost of excavating in rock.</p>	m ³	2,00		
5600	TOTAL CARRIED TO SUMMARY				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
5900	<u>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u>				
59,01	Finishing off the road and road reserve The unit of measurement shall be the kilometre of road measured along the centre line. No separate measurement will be made of ramps at interchanges. The tendered rate shall include full compensation for clearing, trimming disposing of material, tidying and all other work to be done for finishing off the road and road reserve as specified. (b) Single carriageway road	km	4,60		
5900	TOTAL CARRIED TO SUMMARY				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
7300	CONCRETE BLOCK PAVING FOR ROADS				
73,01	Concrete Block Paving: The unit of measurement shall be the square metre of completed concrete block paving. The quantity shall be calculated from the dimensions shown on drawings or authorized by the Engineer. The tendered rate shall include full compensation for furnishing all materials, constructing the sand bedding, laying and compacting the concrete pavement blocks, filling the joints with joint sand, and for all other work necessary to complete the concrete block paving as specified. a). Provide and Construct interlocking paving laid in herringbone pattern 60 mm thick, 35 Mpa Interlocking concrete paving blocks. Price must include bedding sand layer of 20mm (as shown on the drawing), compaction and finishing. b). Provide and Construct interlocking paving laid in herringbone pattern 80 mm thick, 35 Mpa Interlocking concrete paving blocks. Price must include bedding sand layer of 20mm (as shown on the drawing), compaction and finishing.	m² 	25 795,00 		
73,02	Construction of speed humps as per drawing including road signs	No.	10,00		
7300	TOTAL CARRIED TO SUMMARY				

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□ □ □ □ □

11/11/2019

11/11/2019

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE	AMOUNT
8100	<u>TESTING MATERIALS AND WORKMANSHIP</u>				
81.02	Other special tests requested by the Engineer				
	<p>The provisional sum provided to cover the cost of special test as requested as requested by the engineer in terms of clause 8115 shall be expended in accordance with the provisions of the General Conditions of Contract.</p> <p>Payment will not be made for any special test should the test indicate that the specifications have not been complied with.</p>				
	(a)	Prov Sum	1,00	R 100 000,0	
B81.04	(b) Handling cost and profit in respect of subitem 81.02 (a)	%	R 100 000,0		
8100	TOTAL CARRIED TO SUMMARY				

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SUMMARY OF SCHEDULE OF QUANTITIES (NORTHAM EXT 5 PHASE 2 INTERNAL ROADS)		
SCHEDULE A: ROADWORKS		TENDER
		AMOUNT
1200	General requirements and provisions	
1300	Contractor's establishment on site and general obligations	
1400	Housing, offices and laboratories for the Engineer's site personnel	
1500	Accommodation of traffic	
1600	Overhaul	
1700	Clearing and grubbing	
2100	Drains	
2300	Concrete kerbing, concrete channelling, open concrete chutes and concrete linings for open drains	
3100	Borrow materials	
3300	Mass earthworks	
3400	Pavement layers of gravel material	
3500	Stabilization	
5100	Pitching, Stonework and Protection Against Erosion	
5500	Fencing	
5600	Road signs	
5700	Road markings	
5900	Finishing the road and road reserve and treating old roads	
7300	Concrete Block Paving for Roads	
8100	Testing materials and workmanship	
SUB-TOTAL (A)		
10% CONTINGENCIES		
SUB-TOTAL (B)		
VAT (15%)		
TENDER SUM CARRIED TO FORM TENDER		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY

**RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL
STREETS, PHASE 2**

BID NO.: TECH 21/2020/21

PART C3 SCOPE OF WORK

Specifies and describes the supplies, services, or Engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed.

Part C3.1 Project Specifications

Part C3.2 List of Tender Drawings

Part C3.1 Project Specifications

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PROJECT SPECIFICATIONS**PART A GENERAL****A1 MISCELLANEOUS**

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

The Project Specifications form an integral part of the Contract Documents, supplement the Standard Specifications, and take precedence in the event of discrepancies with the Standard Specifications, the Schedule of Quantities or the Drawings.

A2 DESCRIPTION OF THE WORKS**(1) THE SITE****(i) Employer's Objectives are:**

- The main objective of the Employer, TLM, is to upgrade the internal roads of Northam Extension 5.
- To execute and complete the works with a high degree of safety, sensitivity to the environment and quality within a period of Eight (8) months.
- To deliver public infrastructure using labour intensive methods in accordance with EPWP Guidelines.

(ii) General Description of the Project

Northam is a township in the THABAZIMBI LOCAL MUNICIPALITY approximately 49Km south of Thabazimbi CBD.

The work that must be executed under this Contract entails the upgrading of existing internal roads to surface standard

(iii) Extent of the works

The main items of work to be undertaken in terms of the contract involve the following:

1. Contractor's establishment on site
2. Accommodation of traffic
3. Box cut (excavation)
4. Haul in Subbase and Base material
5. Construct pavement layers
6. Surfacing with 60mm Interlocking Paving bricks
7. Construction of storm water channel
8. Construction of Concrete drifts
9. Construction of speed humps
10. Finish off the site

(2) DETAILED DESCRIPTION OF THE WORKS

The upgrade of approximately 4587m of internal roads in Northam Extension 5, Phase 2 in the THABAZIMBI LOCAL MUNICIPALITY

The pavement layers will be constructed by the material from local borrow pit and will be modified if necessary

The surface will be block paving in order to create work for the local people

(a) Accommodation Of Traffic

It is also a requirement that before the planned construction work, the general public is to be made aware of the works on this road with proposed construction times.

(b) Existing Services

The following existing services may be encountered within the road reserve:

- Telkom lines
- Overhead power lines
- Electrical cables
- Water supply lines

Any overhead services crossing the road, must clear the final road level by at least 6,1m.

A3 DRAWINGS

The reduced drawings that form part of the Tender Documents are to be used for tender purposes only.

The Contractor will be supplied with an unreduced 0,05 mm thick transparent polyester print of each of the Drawings. These polyester prints will be issued free of charge and the Contractor must make any additional prints he may require at his own cost.

Any information in the possession of the Contractor that is required by the Engineer's Representative to complete his as-built drawings must be supplied to the Engineer's Representative before a Certificate of Completion will be issued.

Only figured dimensions must be used and Drawings must not be scaled unless required by the Engineer. The Engineer will supply any figured dimensions that may have been omitted from the Drawings.

A4 POWER SUPPLY AND OTHER SERVICES

The Contractor must 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.

A5 CONSTRUCTION IN CONFINED AREAS

It will be necessary for the Contractor to work in confined areas. No additional payment will be made for work in "restricted areas". The method of construction in confined areas depends on the Contractor's Constructional Plant. However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the methods 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.

A6 CONTRACTOR'S CAMP SITE

The Contractor shall make his own arrangements regarding the establishment of a campsite 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 campsite will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

A7 SECURITY

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 no claims in this regard will be considered by the Employer.

A8 WATER FOR CONSTRUCTION PURPOSES

The Contract will be undertaken in an arid area with scarce water resources. The Contractor must make adequate provision in his Tender for all negotiations and procurement of water for construction activities, and all related costs will be deemed to be included in his tendered rates.

A9 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

- (a) The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- (b) Failure to maintain road signs, warning flashing lights, etc, in a good condition shall constitute ample reason for the Engineer to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.
- (c) 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 Road Traffic Signs Manual (SARTSM – Vol 2, Chapter 13).

A10 TEMPORARY LATRINES

The Contractor shall provide sufficient latrine facilities for the use of his employees. He 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 and the Employer. Latrines shall be positioned within walking distance from wherever employees or labourers are employed on the Works.

Where required, latrines shall be provided at the rate of one for ten persons and where applicable, the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

A11 MOVING EXISTING SERVICES

Services belonging to any public or private authority, which require moving, shall be dealt with in the manner specified in clause B1202.

The Contractor shall locate and mark the positions of hidden services in advance of construction and take all reasonable steps to protect existing works against damage, which may arise as a result of his operations on the site.

The Contractor will be held responsible for direct or consequential damage to any existing works including any claims which may arise as a result thereof and the cost of repair of any such damage shall be borne by the Contractor unless it is established by the Engineer that the Contractor exercised reasonable care and damage was unavoidable.

The owners and the Engineer shall be notified immediately of any damage done to existing works.

If so directed by the Engineer the positions of existing works shall be changed by the Contractor to meet the requirements of the proposed work. The cost of such work shall be paid for at rates mutually agreed between the Engineer and the Contractor.

The following are the names and telephone numbers of the current contact people at the various authorities in control of services that may be affected by the road works:

Service Authority	Contact Person	Telephone or Cell Phone Number
Telkom SA Limited	Mr S. Taver	(011) 772-9517
Eskom	Miss A. Pretorius	(012) 421-3046
Thabazimbi Local Municipality (Water)	Mr. Billy Tlhabadira	(014) 777 1525

All communication by the Contractor with the relevant authorities in connection with services must be directed through the Engineer.

A12 TRAINING

- Selected members of the workforce are to be provided with structured training in accordance with the provisions of part D.
- The Contractor shall make all the necessary allowance in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of part D.
- The provision of the structured training as described in Part D shall not relieve the Contractor of any obligations in terms of Condition of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part D, as may be accordance with provisions of the Contract.

A13 USE OF LOCAL RESOURCES

An objective of this Contract is the optimum use of local resources. One of the methods to be adopted to achieve this objective is through the implementation of labour-optimising construction methods. Labour-optimising construction is defined in Clause B 1156 of Part B of the Project Specifications.

A14 LABOUR - INTENSIVE CONSTRUCTION ACTIVITIES

(a) General

The portions of the Works listed in Sub clause (b) below shall, unless otherwise instructed by the Engineer, be constructed under this Contract using labour-intensive construction methods only. Payment for works identified in Sub clause (b) below shall be made in accordance with the pay items provided in the bill of quantities.

In respect of those portions of the Works which are not listed in Sub clause (b), the construction methods adopted and Plant used shall be at the discretion of the Contractor, provided always that the construction methods adopted and Plant used by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

In any case, the contractor should endeavour to exceed the work opportunity target as spelt out in the Tender Notice.

(b) Operations to be executed using labour-intensive construction methods

The following portions of the Works shall be executed using labour-intensive construction methods:

- i. Clearing and grubbing the river bed
- ii. Placement of Traffic Accommodation Signage
- iii. Flag persons
- iv. Block Paving
- v. Removal of old signs and erection of new signs
- vi. Other (Cast in-situ Concrete; Fencing, Gabions and Mattresses; etc.)

A15 RESTRICTIONS ON THE USE OF PERSONNEL IN THE PERMANENT EMPLOY OF THE CONTRACTOR

- (a) The Contractor shall limit the use on the Contract Works of his permanently employed personnel to that of key personnel only (as defined in Part C of the Project Specifications) and shall, subject to the further provisions of the following parts of the Project Specifications:

- (i) Part C - Provision of the temporary workforce,
- (ii) Part D - Provision of structured training, execute and complete the Works using a temporary workforce employed directly by the Contractor and/or by Sub-Contractors.

- (b) The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant, authorise in writing that the Contractor may use in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub clause, circumstances which may be considered by the Engineer to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:

- (i) The unavailability of sufficient numbers of temporary workers and/or Sub-Contractors to execute the Works, provided always that the Contractor has proven that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient numbers of temporary workers and Sub-Contractors and has exhausted all reasonable recruitment options
- (ii) The unavailability within the temporary worker pool and/or Sub-Contractor sources available to the Contractor in terms of the Contract, of sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time for completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract
- (iii) Any other circumstances which the Engineer may deem as constituting a warrant.

A16 COMMUNITY LIAISON AND COMMUNITY RELATIONS

In all dealings with the various communities and workers employed from within the communities, the Contractor shall take due cognisance of the character, culture and circumstances of the communities involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the Contract.

The Contractor shall at all times keep the Engineer fully informed on all matters affecting the Contract and the communities, and shall attend all meetings of the Project Co-ordinating Committee as may be reasonably required by the Engineer. All matters concerning the communities shall be discussed and where possible, resolved at such meetings.

Where any resolution of the Project Co-ordinating Committee shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect to them without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in him incurring additional costs which were not provided for in his tendered rates and prices, and/or that a delay in the progress of the Works will result, he will be entitled to submit a claim in terms of Clause 51 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 51 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

A17 EXPANDED PUBLIC WORKS PROGRAMME SPECIFICATIONS

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

A 17.1 Labour-Intensive Competencies of Supervisory and Management Staff

Established Contractors shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

Emerging Contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging Contractors must have completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	

		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the Contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za , tel: 011-265 5900)			

A 17.2 Employment of Unskilled and Semi-Skilled Workers In Labour-Intensive Works

a) 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 R88, 00 per task or per day.

Tasks established by the Contractor must be such that:

- i) the average worker completes 5 tasks per week in 40 hours or less; and
 - ii) the weakest worker completes 5 tasks per week in 55 hours or less.
- b) 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 1.3.
- d) 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:
- i) where the head of the household has less than a primary school education;
 - ii) that has less than one full time person earning an income;
 - iii) where subsistence agriculture is the source of income; and
 - iv) those who are not in receipt of any social security pension income.
- e) The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
- i) 55 % women;
 - ii) 55% youth who are between the ages of 18 and 25; and
 - iii) 2% on persons with disabilities.

A 17.3 Use of local Workers for LI designated activities

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of this Scope of Work

A 17.3 Competencies of LI Management and Supervisory staff

Contractors shall engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/Supervisors at NQF "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/Manager at NQF level 4 "Manage labour-intensive Construction Processes" or equivalent QCTO qualifications.

A 17.4 Wage Dispute (Contractor default to pay beneficiaries)

- (a) 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.
- (b) 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.

A 17.5 Provision of Hand tools

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

A 17.6 Reporting requirement of Contractor

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

- (a) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Copies of certified identity documents of workers
- (c) Number of persons who have attended training including nature and duration of training provided
- (d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework
- (e) Plant utilization returns
- (f) Progress report detailing production output compared to the programme of works

A18 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.

A19 PROCUREMENT

PREFERENTIAL PROCUREMENT POINT SYSTEM POLICY

A19.1 GENERAL CONDITIONS

The abovementioned provisions of this policy document shall apply subject to the following terms and conditions:

A19.1.1 Requirements

The Preferential Procurement Policy for this contract is in terms of the Municipal Supply Chain Management Policy: Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003).

The preference procedure for evaluation of responsive tender offers shall be the 90/10 point preference system, in full compliance with the information contained in forms 2.3.4, 2.3.5 and 2.3.6.

A19.2 SUBCONTRACTING**A19.2.1 Work to be conducted by Sub-Contractors**

The works to be constructed by the other Sub-Contractor on designated projects must be identified by the consultant and must be in the value range of between 15% - 20% of the Contract Value as stipulated in the General Conditions of Contract for sub-contracting, clause 6 of GCC 2004, or as determined by the Employer.

Examples of work that can be constructed by the Sub-Contractors are:

- Electrical work and pump station
- Pipe laying
- Concrete work
- Borehole refurbishment
- Elevated steel water tank

A19.2.2 Quality of work

The Main Contractor shall be responsible to ensure that the work performed by the Sub-Contractor is done in accordance with the set specifications.

A19.2.3 Payment of Sub-Contractor

The work done by the Sub-Contractor shall be measured in the Main Contractor's payment certificate. The Sub-Contractor shall however be paid directly by the Employer.

A19.2.4 Progress

The Main Contractor shall be responsible for the progress of the Sub-Contractor. The Main Contractor shall allow in his tendered rates for the appointment of an experienced supervisor/foreman with regard to the type of work to be executed by the Sub-Contractor. The CV of this person must be submitted with his tender for approval by the Employer

A19.2.5 Materials and Plant

The Main Contractor shall be responsible to supply all the material and plant necessary for the Sub-Contractor to construct the work as specified. The experienced supervisor/foreman shall control the material and plant supplied to the Sub-Contractor to control unnecessary wastage and breakage.

A19.2.6 Tendered Rates in Schedule of Quantities

The Main Contractor must supply rates for all the items to be executed by the Sub-Contractor. The rates of the Main Contractor must make provision for the supply and maintenance of plant, material and supervision of the Sub-Contractor including all his profits. A provisional sum will be included in the BoQ for the Sub-Contractor. The Sub-Contractor rates will then only be for labour. Labour only rates will be negotiated with the Sub-Contractors by the Employer's representatives.

The Main Contractor shall allow in his tendered rates for normal breakages and wastage. No additional payment will be made for wastage and breakages as well as unproductive usage of plant.

A19.2.7 Training

The Main Contractor shall be responsible for technical training of the Sub-Contractors. Additional training shall be provided by the Employer's representative specifically employed for this purpose.

A19.2.8 Contractual obligations

A comprehensive contract between the Main Contractor and the Sub-Contractor will have to be signed. The Subcontract Agreement and Provisions Third edition (2003) by SAFCEC can be used as a proforma contract.

The Sub-Contractors shall be engaged by the Main Contractor and shall, in the execution of the work be deemed to be Sub-Contractors employed by the Main Contractor in accordance with Clause 6 of GCC 2010.

The Sub-Contractor shall undertake to the Main Contractor the same obligations and liabilities as are imposed on the Main Contractor by the terms of the Contract and shall indemnify the Contractor against all obligations whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to discharge such liabilities.

The Sub-Contractor shall indemnify the Contractor against liability arising from

- any negligence by the Sub-Contractor, his agents and employees
- any misuse by the Sub-Contractor of any Construction Plant, Temporary works or materials provided by the Main Contractor for the purposes of the Contract.

Cancellation of contract:

The Main Contractor will have the right to cancel the contract with the Sub-Contractor if the Sub-Contractor is in breach of the contract as described in Clause 55 of GCC 2010.

A19.3 APPOINTMENT OF CONTRACTORS

A19.3.1 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.

A19.3.2 The tender invitation shall include:

- (a) Specifications and description of project or service to be procured.
- (b) Tendering information and documentation will be in English;

A19.3.3 Compulsory Requirements

The following requirements shall be applicable to all tenders and non-adherence thereto shall result in an automatic disqualification of the tender submitted:

- (a) Attendance of site inspection for briefing;
- (b) Submission of valid original tax clearance certificate.
- (c) Authority to act and contractually bind the tenderer.

A19.3.4 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.

A19.3.5 Evaluation of Tenders

Tenders to be evaluated in the same manner as prescribed in the tender data.

A19.3.6 Cessions

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

A19.3.7 Performance Guarantees

The period required to provide surety shall be 14 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 Employer 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.

A19.3.9 Notification of Acceptance

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

A19.3.10 Contractual Agreement

The relationship between the Employer 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 General Conditions of Contract for Construction Works (GCC 2010) and the COLTO Standards Specifications for Road Bridge Works for State Authorities as they may apply from time to time.
- (d) Employers Procurement Policy
- (e) Any other relevant legislation aimed at meeting other government policy initiatives.

A19.3.11 Tax Compliant

No contract shall be awarded to an entity which is not Tax Compliant.

A19.3.12 Variations

- (a) The Employer shall have the right to reduce or increase the scope of work by no more than 25% of the tendered amount without affecting the preliminary and general items.

A20 Extension of time due to abnormal rainfall

A20.1 Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below:

$$V = (Nw - Nn) + (Rw - Rn)/X$$

in which formula the symbols shall have the following meanings:

- V = Potential extension of time in calendar days for the calendar month under consideration:
If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.
When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

- Nw = Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site
- Nn = Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month
- Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration
- Rn = Average rainfall in mm for the calendar month, derived from existing records of rainfall in the region of the Site

The factor $(Nw - Nn)$ shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor $(Rw - Rn)/X$ shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

A20.2 The rainfall records at rainfall station number are reproduced in the accompanying table, and the monthly averages (Rn and Nn) for this period shall, for the purposes of this Contract be taken as normal and as the values to be substituted for Rn and Nn in the formula above. The values of X and Y shall be 20 and 10 respectively.

A20.3 The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Engineer, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Engineer, the Engineer shall be entitled to witness the reading of the gauge.

A20.4 The Contractor's claims in terms of Sub-clause 42.2 of the Conditions of Contract for extension of time in respect of delays resulting from wet climatic conditions on the Site during each month, shall be submitted in writing to the Engineer monthly; provided always that

- (a) the period allowed to the Contractor in terms of Clause 48 of the Conditions of Contract in which to submit his claim for each month shall be reduced to seven (7) days, calculated from the last day of the month to which the claim applies; and
- (b) the 28-day period allowed to the Engineer in terms of Sub-clause 42.2 of the Conditions of Contract in which to give his ruling on the claim, shall be reduced to fourteen (14) days.

The Contractor's monthly claim shall be accompanied by a copy of the signed daily rainfall readings for the applicable month.

A20.5 The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" values for each month between the Commencement Date and the Due Completion Date of the Contract, calculated in accordance with sub-clause A5.2.4 (a) above; provided always that

- (a) rainfall occurring within the period of the Contractor's Christmas shut-down period (referred to in Sub-clause 1.6 of the Conditions of Contract) shall not be taken into account in the calculation of the monthly "V" values;

- (b) rainfall occurring during any period during which the Contractor was delayed due to reasons other than wet climatic conditions on the Site, and for which delay an extension of time is granted by the Engineer, shall not be taken into account in the calculation of the monthly "V" values;
- (c) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and
- (d) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for N_n and R_n .

A20.6 The Engineer shall, simultaneous with granting any extension of time in terms of this clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the algebraic sum of all the "V" values for all the preceding months of the Contract, less the aggregate of the " N_n " values for the remaining (unexpired) months of the Contract (viz less aggregate of the potential maximum negative "V" values for the remaining Contract Period). Thus, provided that where such period is negative, the Due Completion Date shall not be revised.

A20.7 Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of Clause 42 and Clause 48 of the Conditions of Contract

CHANGE OF SCOPE

It is a condition of this contract that the Employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budget amount, the scope of works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount. Refer to project specification clause B1209 (h).

PROJECT SPECIFICATIONS**PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS****B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS**

The following references from, and variations and additions to the Standard Specifications will be valid for this Contract.

The numbering of the Clauses and the Pay Items in this part of the Particular 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 that 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.

B2 SECTION 1100: DEFINITIONS AND TERMS**B 1115 GENERAL CONDITIONS OF CONTRACT**

REPLACE "for National and Provincial Road and Bridge Works", IN THE SECOND AND THIRD LINES WITH "for Road and Bridge Works for State Road Authority".

ADD THE FOLLOWING CLAUSE:

"B 1156 LABOUR-INTENSIVE CONSTRUCTION

The cost effective employment of as great a portion of labour as is practically and technically feasible to produce a standard of construction as required by the Specifications, thus the economic substitution of plant and mechanical equipment in favour of available labour using hand tools, on condition that this method is not more expensive than the conventional construction practices."

B3 SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS**B 1202 SERVICES**

Add the following:

"Information regarding known services will be shown on site by the Engineer.

Where information is shown on the schedule of services, such schedule is based on the best available information. No guarantee as to the accuracy of the information can be given and the schedule should, therefore, be used as a guide only.

Before work commences, the Contractor shall contact all private owners or public authorities controlling services to allow them to protect, move or relocate a service as required, or to confirm that all such work has been completed.

The relocation and protection of services (if any) shall be carried out in conjunction with the service owners and in compliance with the Machinery and Occupational Safety Act 6 of 1983.

Where protective measures involve the construction of permanent work, payment as specified in the order given by the Engineer, shall be either at contract rates, where these are applicable, or where no contract rates are applicable, in accordance with the provisions of Clause 37 of the General Conditions of Contract.

No payment will be made for inconvenience to the Contractor due to services crossing the Site or any authority working on such services, nor will delays caused by such workings be accepted as a basis for claiming an extension of time for completing the Works."

B 1204 PROGRAMME OF WORK

Insert the following before the first paragraph:

"A bar-chart programme shall be provided showing the various activities in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor. The critical path of the programme of work shall also be indicated.

In compiling the programme of work, the Contractor shall incorporate the following important factors specified in these specifications:

- *The specified contract period.*
- *Percentage of work to be done by Black Economic Empowered Enterprises and labour intensive work including a breakdown of the labour intensive work.*
- *Weather limitations regarding the application of bituminous products as specified in sections 4100, 4200, 4400 and 4500 of the standard specifications.*
- *The relocation and protection of services.*
- *Accommodation of traffic proposals.*

The Contractor shall take note of various factors contained in these specifications which will have a significant influence on the compilation of the programme of work."

B 1205 WORKMANSHIP AND QUALITY CONTROL

Replace the third paragraph with the following:

"The Contractor shall determine his own frequencies at which quality or process control tests are to be undertaken. The Engineer will, however, undertake all acceptance control tests for the judgement of workmanship and quality of products."

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 (quality control scheme 2). 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."

B 1209 PAYMENT

(b) Rates to be inclusive

Add the following to the first paragraph:

"VAT shall be excluded from the tendered rates and sums and provided for as a lump sum in the summary of the Schedule of Quantities."

(e) Materials on the site

Add the following to the end of the clause:

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

- i. the site selected for this purpose is approved by the Engineer;
- ii. such land is physically separated from any production plant or operation;
- iii. only materials for use under this contract are stockpiled on such land, and the Contractor has provided proof of an agreement with the owner of such land that the owner has no objection to using the land for these purposes and has no claim whatsoever on any materials stockpiled on such land."

Add the following sub clause:

"(g) Payment certificates

With reference to Clause 49.1 of the General Conditions of Contract, the Engineer's Certificate will only be issued after he has received a draft certificate prepared by the Contractor at his own expense in the form prescribed by the Engineer. The cost of duplicating and delivering copies of the certificate to the Contractor, the Engineer and the Employer shall be borne by the Contractor. **The Engineer and the Employer require a total of four sets of A4-sized paper copies."**

(h) Rates to remain unchanged when scope of works changes

Depending on the rates and prices offered In the schedule of Quantities, the Employer intends to increase or reduce the scope of works to match the budget allowed for this project. To this end the Contractor has been provided the opportunity to price separately for unit rates of work and the establishment of major plant. The value of such increase or reduction in the scope of works shall not give cause for the Contractor to vary the offered rates and prices, which shall remain final and binding for the duration of the contract, provided that:

- (i) Notification of the change to the scope of work is given in writing within 28 days of the tender closing date.
- (ii) The value of increase or reduction in the scope of work does not alter the tendered sum by more than 15%.

B 1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Add the following at the end of the clause:

"In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the Employer, no sections of the works, individually or collectively, shall be considered for practical completion unless the following criteria also have been met:

- (i) In the case of partial completion, the estimated cost to complete the outstanding work is less than 2% of the estimated cost to construct the whole section or sections.
- (ii) In the case of the whole works, the estimated cost to complete the outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
- (iii) The written list of outstanding items of work can be completed within 7 days of the list having been accepted in writing by the Contractor."

B 1213 VARIATION FROM SPECIFIED NOMINAL RATES OF APPLICATION OR NOMINAL MIX PROPORTIONS

Add the following to the first paragraph:

"Tenderers shall, for the purpose of calculating tender rates, take note that the nominal rates of application and/or nominal mix proportions of a number of products are amended in these project specifications."

B 1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following:

"Extension of time for completion in terms of Clause 42 of the General Conditions of Contract in respect of abnormal rainfall shall be determined in terms of Method (ii) (The Critical Path Method) as described under Clause 1215 of the Standard Specifications. This formula does not take account of flood damage that could cause further or concurrent delays. Extension of time due to delays resulting from flood damage will be in accordance with the provisions of Clause 8.4 of the General Conditions of Contract."

The Critical Path Method

The critical path method is specified in the project specifications for determining extension of time resulting from abnormal rainfall and it shall be applied as follows:

A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer all progress on the item/s 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. The value of "n" shall be given in the project specifications by the Engineer.

Extension of time during working days will be granted to the degree to which actual delays as defined above exceed the number of "n" working days as mentioned in the project specifications.

The Value of "n" for this contract is 2 days
(derived from the average number of days when rainfall of 10mm or more falls during normal rainy season using available records)

**B 1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE
CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED**

Add the following clauses:

- “(h) Prior to the start of any excavation in the existing pavements on any part of the works, the Contractor shall submit to the Engineer for approval a method statement for the execution of that part of the work. The Contractor is responsible for the protection of the underlying pavement layers and the drying out and/or keeping dry of such excavations. The Contractor's programme shall make provision for the speedy backfilling of the excavations and the drainage thereof if inundation cannot be prevented.
- (i) The Contractor shall, at his own cost, be responsible for the repair of pavement layers, which have been damaged due to his own works or his neglect to submit his planning to the Engineer for approval, or to adhere to approved precautionary measures.
- (j) Concrete elements adjoining the road, which is designated for resurfacing, shall be covered with protective material prior to any spraying operations to prevent the concrete from being stained with bituminous binder. The protection of concrete elements shall be to the Engineer's satisfaction and no additional payment will be applicable for taking the specified protection measures.”

B 1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following to the first paragraph:

“The total length of the road reserve will be handed over to the Contractor at the start of the contract period.”

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:

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
OPC	CEM I	32,5
	CEM I	32,5R
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.”

Add the following new clauses:

B 1230 SUB-CONTRACTORS

It is a condition of the contract that an approved Sub-Contractor shall not sublet part of his work, covered in his appointment by the main Contractor, to another Sub-Contractor without the consent and approval of the Engineer.

B 1231 CONTRACTOR'S ACTIVITIES ON PRIVATE PROPERTY

(a) Action required prior to entering property

The Contractor shall not enter onto private property or property not belonging to the Employer for the purpose of carrying out any work in connection with the contract without having completed the following formalities well ahead of the intended date for entering such property:

- The Contractor shall give notice, in writing, to the owner, lessee or occupier, on a form approved by the Engineer, of his intention of entering upon the property, together with full details of the work he intends to carry out on the property and the intended dates and duration of occupation.
- The Contractor shall arrange a meeting with the owner, lessee or occupier, to:

- confirm that the owner, lessee or occupier, has permitted the Contractor to enter upon the property for the said purpose;
 - obtain details from the owner, lessee or occupier, regarding any special precautions that should be taken by the Contractor during the execution of the works;
 - record details, with photographs if necessary, of the condition of the property at that stage, including any defects in buildings, swimming pools, outbuildings, fences, etc. that may be affected by his activities;
 - record in writing the details of the above; the form and substance of such records and agreements shall be subject to the Engineer's approval and a copy of the details as recorded shall be sent to the Engineer for his records and his approval.
- In the event of the Contractor failing to reach agreement with the owner, lessee or occupier of the property on any of the matters referred to above, the matter shall be referred to the Engineer for further action.

B 1232 MATERIALS

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Engineer with certificates showing that the materials do so comply. Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Engineer's office on the Site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the Engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the Site or in borrow areas provided by the Employer shall not become the property of the Contractor, but will be at his disposal only in so far as they are approved for use on the Contract. Existing structures on the Site shall remain the property of the Employer and except as and to the extent required elsewhere in the Contract, shall not be interfered with by the Contractor in any way.

No materials to be included in the works shall be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the Works, and all the processes in their entirety connected therewith shall be open to inspection by the Engineer (or other persons authorised by the Engineer) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

B1233 EMPLOYMENT OF COMMUNITY LIASON OFFICER

The Contractor must employ community liaison officers for the duration of the contract. The community liaison officer shall be employed from within the local community in conjunction with local structure. The Engineer will determine remuneration for the CLO after consultation with the Employer.

B1234 COMPLIANCE WITH ACT NO 85 OF 1993

At the handing over of the site, the Contractor shall appoint a person or persons to act as responsible person(s) in terms of the act on Machinery and Occupational Safety, Act No. 85 of 1993 and the appropriate regulations.

B1235 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.

B 1236 MEASUREMENT AND PAYMENT

"Item		Unit
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B12.01 Protection, removal, realignment and Replacement of Services

(a) Utility services

(i)	Relocation of services and payments to service owners	provisional sum
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(ii)	Handling costs and profit in respect of Sub item B12.01	
	(a) (i) above	percentage (%)

The provisional sum for utility services shall be expended in accordance with Clause 45.1 of the General Conditions of Contract. The tendered percentage is an amount actually spent under item B12.01 (a) (i), which shall be paid to the Contractor for full compensation for handling costs and profit in connection with dealing with utility services."

"Item		Unit
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B12.02 Auditing of the site operations

(a) Provisional sum for the auditing of the site, for conformance to the THABAZIMBI LOCAL MUNICIPALITY Site Management System, twice during the life-cycle of the contract, or twice per year for contracts of duration in excess of 12 months

	provisional sum
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(b)	Handling costs and profit in respect of sub item B12.02	
	(a) above	percentage (%)

Expenditure under this item shall be made in accordance with the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under sub item B12.02 (a), which shall include full compensation for the handling costs and profit of the Contractor."

B4 SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B 1302 GENERAL REQUIREMENTS

(a) Camps, construction plant and testing facilities

Add the following (if specified in the Bill of Quantities):

"There is no area available within the road reserve for the establishment of the Contractor's organization, camp and constructional plant on site.

The Contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel. No personnel will be allowed to reside on the site. Only night-watchmen may be on the site after hours.

The Contractor shall be responsible for the security of his personnel, construction plant on and around the site of the works, and of his camp. The cost of this will be deemed to be included in item B13.01.

"The Contractor's offices, laboratory and stores shall, unless otherwise agreed, be erected in close proximity to the Engineer's offices and laboratory. The entire area shall be fenced with a minimum of 1,8m height razor taped mesh. The Contractor's offices, laboratory and stores and Engineer's offices and laboratory shall be provided with sufficient perimeter lighting.

The Contractor shall provide security guards from a reputable security company for protection of the Engineer's offices and laboratory. The security guards must be provided with a two way radio and be in constant contact with the control room of the security company and an armed response unit. The security guards must be armed and accompanied by trained guard dogs. Payment for the above shall be included in item B13.01."

"The Contractor shall provide at each work site at least one portable chemical latrine unit per 10 workers for use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the Engineer. The Contractor shall move them to the required positions, and finally remove them, on completion of the works, all to the satisfaction of the Health Department of the relevant authority. Toilets must be screened from public view and their use shall be enforced. No separate payment shall be made for this requirement and payment shall be deemed to be included in the rates tendered for the Contractor's time-related obligations."

B1303 PAYMENT

Item	Unit
B13.01 The Contractor's general obligations	(As specified)

Add the following after the fifth paragraph:

"The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum, excluding VAT and contingencies.

Should the Contractor be of the opinion that 15% is inadequate to cover his costs in terms of section 1300, he shall indicate separately with his tender where such costs have been allowed for in his tender. If no such indication is given, the Contractor shall not at any stage during the contract for any reason whatsoever claim additional compensation under this item."

**B5 SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE
ENGINEER'S SITE PERSONNEL**

B 1402 OFFICES AND LABORATORIES

(a) General

Add the following:

"It is a requirement of the contract that the offices for the Engineer's supervisory staff shall be supplied with approved burglar proofing, the cost of which shall be included in the relevant tendered rates."

(b) Offices

Replace sub sub clause (xii) with the following:

"A complete telephone service together with fax equipment shall be provided. The cost of telephone and cell phone calls and fax transmissions are included in the prime cost sum for the provision of the telephone service.

The following list is indicative of the number and sizes of offices and other accommodation that will be required:

Description	Area
Office for the Engineer's personnel	4 x4 m ²
Conference room	23.0m ²
Car ports	2 x 15m ² "

(c) Laboratories

Add the following:

"The layout, sizes and general requirements for the laboratory are shown on the drawings in Volume 4. All doors and windows of the laboratory shall close air tight to ensure that the instruments are not affected by draughts. The doors shall be double to allow the importing of apparatus. The sides of the store shall be similar to the walls of the laboratory.

"Uninterrupted power supply (UPS) units shall be supplied for all electronic equipment."

(g) Ablution units

Add the following:

"Two ablution units are required on site. Each unit shall contain at least a wash-hand basin, flush toilet, urinal, shower unit and the necessary accessories.

Both ablution units shall be provided with hot and cold water.

The towels shall be replaced with clean towels every second day and soap supplied as necessary.

One of the units shall contain a lockable clothing cupboard for at least four employees. The other unit shall contain a lockable clothing cupboard for at least two employees.

The ablution units shall each have an interior floor area of at least 10m² and a 1,5m wide veranda on one side with a 100mm concrete floor.

The tendered rate under Item B14.01(e) shall include full compensation for the supply, erection and maintenance of the complete units as specified."

Add the following new sub clause:

“(i) Kitchen units

The Contractor shall provide two kitchen units with minimum interior floor area of 12m², a 1,5m wide veranda on one side with a 100 mm thick concrete floor in the vicinity of the offices.

Each unit shall contain at least two opening windows, a lockable door, a two-plate electrical stove without oven, a steel framed formica topped table (0,6 m x 1,2 m), four steel framed bar or kitchen stools, a lockable refrigerator of one hundred and fifty litres capacity, a kitchen sink supplied with clean hot and cold potable water, a drain board coupled to a suitable drainage system and a lockable steel grocery cupboard.”

B 1403 HOUSING

(c) Rented accommodation

Add the following:

“The Engineer will arrange for the obtaining of rented accommodation for his supervisory personnel on site. Payment of rent shall be made under the Provisional Sum in sub item 14.07(a) and shall be expended on a monthly basis as ordered by the Engineer.”

Accommodation for labourers

Add the following:

“Curtains must be provided to the windows of the housing unit.”

B 1404 SERVICES

(b) Water, electricity and gas

Add the following:

“The power supply shall be regulated by a suitable voltage regulator in order to maintain a constant current and voltage level at all times to prevent damage to the office and laboratory equipment and related electronic equipment during power surges. In the event of damage to the office and laboratory equipment and related electronic equipment because of a faulty voltage, the Contractor shall be liable for payment of all repair or replacement costs of such damaged items.”

B 1406 MEASUREMENT AND PAYMENT

Change the unit of measurement of Item 14.01(e) to “number” and renumber as follows:

Item		Unit
B14.01	(e) Ablution units	number (No.)

Add the following sub item to item 14.01:

Item		Unit
B14.01	(g) Kitchen units	number (No.)

The unit of measurement and payment shall be the authorized number of units erected, complete and in accordance with the specifications and drawings, together with all items as specified in Clause B1402.

The tendered rate shall include full compensation for the supply and erection of units, accessories, furniture, etc. as specified and for the proper maintenance, cleaning and provision of daily requirements.

Add the following sub item to Item 14.03:

"Item	Unit
B14.03 (a) (xvii)Uninterrupted power supply units	number (No.)
<p>The unit of measurement and payment shall be the authorized number of units erected, complete and in accordance with the specifications and drawings, together with all items as specified in Clause B1402.</p>	
<p>The tendered rate shall include full compensation for the supply and erection of units, accessories, furniture, etc. as specified and for the proper maintenance, cleaning and provision of daily requirements."</p>	

B6 SECTION 1500: ACCOMMODATION OF TRAFFIC**B1501 SCOPE**

Add the following:

"It is a condition of this contract that traffic is accommodated in accordance with the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is Volume 2, Chapter 13 of the June 1999 edition. Copies of this publication are available from the South African National Roads Agency Limited, P.O. Box 415, Pretoria, 0001."

B 1502 GENERAL REQUIREMENTS**(a) Safety**

Add the following:

"The Contractor shall take all precautions necessary to programme and conduct his construction operations in such a manner that inconvenience and annoyance to public traffic, property owners and road users is kept to a minimum. The Contractor shall also ensure that safety requirements are strictly enforced at all times.

The Contractor shall be responsible for maintaining the existing road surface within the site of the Works in a safe and trafficable condition for the duration of the contract.

The Contractor, before starting work on any part of the site or at any position, shall submit to the Engineer his method statement and programme for accommodating traffic on that section."

(e) Access to properties

Add the following:

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

Add the following new sub clauses:

“(j) Overnight parking of plant

During non-working hours, all plant and traffic hazards shall be removed from the road and all signs no longer applicable to the situation shall be removed or effectively covered. No plant shall be left adjacent to the road during overnight parking. Plant, which is impractical to be parked at the Contractor’s camp, may be parked at the construction site, provided it is parked at least 5 m from the edge of the road surface.

(k) Use of reflective safety jackets

The Contractor shall ensure that all site personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or in proximity of the travelled way. The safety jackets shall be of an approved Level 2 type, bright/fluorescent orange, red-orange or yellow in colour with retro-reflective strips as indicated in Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual (SARTSM), Figure 13.30 (Detail 13.30.2). Any person found not wearing a reflective safety jacket under these circumstances shall be removed from the site until such time as he/she is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Engineer, ineffective shall be immediately replaced by the Contractor.

The provision of these safety jackets shall be deemed to be included in the rate tendered for item B15.01: Accommodation of traffic and maintaining temporary deviations.

(l) Failure to comply with provisions

Failure or refusal on the part of the Contractor to take the necessary steps to ensure the safety and convenience of the traveling public, accommodation of traffic, and the provision of plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the Engineer, shall be sufficient cause for the Engineer to impose penalties as follows:

- A fixed penalty of R5 000-00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.
- In addition a time-related penalty of R500-00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the Engineer has given an instruction to this effect. The Engineer’s instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.”

(m) Handing over the site

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

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

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

(o) Land taken up for deviations

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

B 1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the first sentence of the first paragraph with the following:

The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with the project specifications, the South African Road Traffic Signs Manual (SARTSM) and as shown on the drawings and remove them when no longer required. It shall be incumbent upon the Contractor to ensure that the abovementioned traffic-control devices are present where required at all times and are functioning properly.

Replace the third paragraph with the following:

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

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

(b) Road signs and barricades

Add the following:

“The Contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost, or stolen.

All temporary road signs required to be moved often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs.

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

(d) Channelization devices and barricades

Add the following:

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

Delineators shall:

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

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

(e) Warning devices

All construction vehicles utilized on site shall be equipped with visible rotating amber warning lights and these shall be operational at all times when travelling on site or when vehicles are stationary in construction areas. The Contractor shall also provide the Engineer's site personnel with warning lights for their vehicles (maximum of two (2) lights required). All construction vehicles shall clearly display an identification sign(s) with the legend "CONSTRUCTION VEHICLE" visible from the front and back of the vehicles.

No separate payment shall be made for the provision of warning lights or identification signs for construction vehicles and shall be deemed to be included in the tendered rate for Pay Item B15.01.

Add the following new sub clauses:

(g) Maintenance

All temporary traffic control facilities shall be kept clean and maintained in good order at all times.

If the coefficient of retro-reflection of any of the Contractor's signs falls below 80% of the value given in Table 1 of CKS 191 - 1987 (observation angle 0,33 , entrance angle 5,0) for the grade and colour of the material used the sign shall be considered defective and shall either be rectified or removed and replaced.

(h) Sufficiency

The Contractor shall determine, from his proposed programme, the number of temporary traffic-control facilities required and shall not commence with any accommodation of traffic before sufficient traffic-control facilities have been delivered to the site.

The Contractor shall keep sufficient surplus barricades, signs and delineators on or around the site to allow for the replacement of damaged or missing items within a period of two (2) hours of the deficiency being discovered.

The Contractor shall allow in his tendered rates for the replacement of five (5) percent of the traffic-control facilities scheduled. This percentage is to allow for the replacement of traffic-control facilities, which become unserviceable or damaged by public traffic or stolen and is beyond the Contractor's control and not the result of his actions or omissions during the period of accommodation of traffic on the site. The replacement of traffic control facilities over and above this five (5) percent of the scheduled items damaged by public traffic or stolen shall be payable at tendered rates."

B1504 **WIDTH AND LENGTH OF TEMPORARY DEVIATIONS**

Replace the second paragraph with the following:

"Where the existing road is repaired, resurfaced or reconstructed in half widths, the roadway width for accommodating one-way traffic shall be at least 3,9 m wide. The length of the half-width construction shall not exceed 4,0 m."

B 1517 **MEASUREMENT AND PAYMENT**

Item	Unit
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B15.01 Accommodating traffic and maintaining temporary deviations	kilometre (km)
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Add the following:

"The unit of measurement and payment under Item 15.01 shall apply mutatis mutandis to Item B15.01.

The tendered rates for Item B15.01 shall however include full compensation for all flagmen as required and as shown or specified on the accommodation of traffic drawings in accordance with the requirements of the South African Road Traffic Signs Manual Volume 2 Chapter 13."

Item	Unit
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B15.03 Temporary traffic-control facilities

Add the following:

"For the purposes of this Contract, it should be noted that measurement and payment for flagmen is included under Item B15.01."

Amend the paragraph headed "General" to read:

"The tendered rates for the respective traffic-control facilities shall include full compensation for the supply and initial erection complete with posts, stakes, portable stands and sandbags as may be required, for clearing, for their maintenance and the replacement of items which have become unserviceable due to normal wear and tear, and their removal when no longer required. As stated in sub clause B15.03(k), the Contractor shall allow in his tendered rates for the replacement of at least five (5) percent of the traffic-control facilities scheduled. This percentage is to allow for the replacement of traffic-control facilities, which become unserviceable or damaged by public traffic or stolen and is beyond the Contractor's control and not the result of his actions or omissions during the period

of accommodation of traffic on site. The replacement of traffic control facilities over and above this five (5) percent of the scheduled items damaged by public traffic or stolen shall be payable at tendered rates. 75% of the tariff will be payable when the items have been provided and erected in position for their first use on site and 25% when finally removed from the site.

The tendered rate for sub-item (h), delineators, shall also include full compensation for moving these signs laterally (as required or instructed by the Engineer) as specified in Sub clause B1503 (c) so as to widen the travelled way when work is not in progress on that part of the section that is closed, or vice versa."

Item

Unit

Add the following new clause:

B 1518 ADDITIONAL REQUIREMENTS

The following additional requirements shall apply:

- The Contractor's tendered rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from the above, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.
- No section of the road shall be closed to traffic during the construction works and at least one lane in each direction shall be open to traffic at all times.
- The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- Failure to maintain road signs, warning signs or flicker lights, etc. in a good condition shall constitute ample reason for the Engineer to bring the works to a stop until the road signs, etc. have been repaired to his satisfaction.
- The Contractor may not commence construction activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.
- The Contractor shall submit proposals for each traffic accommodation in connection with directional signs to the Engineer for approval.

B7 SECTION 1600: OVERHAUL**B 1602 DEFINITIONS****(a) Overhaul material**

Add the following:

- (vii) Any material, irrespective of the type of material, which is removed from the existing pavement layers and spoiled at designated spoil sites, or is re-used in other parts of the works or to approved stockpiles or from stockpiles to any part of the works.

(b) Overhaul

Replace Sub clause 1602(B) With The Following:

“Overhaul will only be paid on material which has been transported further than the free-haul distance of one kilometer. **Pay item 16.01** will not be applicable to this contract.

All overhaul on material transported further than 1,0 km will be measured as the product of the volume of material transported and the additional transport distance involved, as defined in sub clause 1602(e).

Add the following:

Overhaul shall not be payable on materials transported from commercial sources.

B8 SECTION 1700: CLEARING AND GRUBBING**B1702 DESCRIPTION OF WORK****(a) Clearing***Add the following:*

"Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish.

The payment for the clearing of concrete structures which cannot be cleared by means of a bulldozer as described under clause 1702(a), shall be made according to item B17.08."

*Add the following sub clauses:***"(f) Removal of trees**

Only trees identified and marked by the Engineer shall be removed."

B 1703 EXECUTION OF THE WORK**(a) Areas to be cleared and grubbed**

Delete "normally" In The Second Line Of The Second Paragraph.

(c) Disposal of material*Add the following:***"(i) Non toxic waste (trees, tree stumps, plain and reinforced concrete, rubble, etc.)**

All surplus or unsuitable material (non-toxic waste) shall be disposed of at an approved dumping site. The local authority within whose boundaries the site is located, must approve such site, and the dumping must comply with all statutory and municipal regulations. Rates tendered shall include an unlimited free haul distance to the approved dumping site.

(ii) Toxic waste (bitumen products, etc.)

Toxic waste generated by the Contractor during construction shall be removed and disposed of by the Contractor at his own cost. No pay item has been provided for this work. The cost thereof shall be deemed to be included in the Contractor's tendered rates."

B9 SECTION 2100: DRAINS**B2102 OPEN DRAINS**

Replace sub-clause (b) with the following:

“(b) Open-drain excavation shall include all excavation required for constructing a channel of any size.”

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

“Material from open excavation shall be broken down to 100mm maximum dimension as described in sub-clauses 3204 and 3205 to a grading suitable to be used for main fill.”

2107 MEASUREMENT AND PAYMENT

Item	Unit
B21.09 Selected backfill material under concrete-lined side drains compacted to 93% modified AASHTO density	cubic metre (m ³)

Delete the last paragraph and replace with the following:

“The tendered rate shall include full compensation for procuring from commercial sources, breaking down, placing and compacting the material in 150mm layers.”

B10 **SECTION 3100: BORROW MATERIALS**

B3102 **NEGOTIATIONS WITH OWNERS AND AUTHORITIES**

Add the following to sub-clause 3102(a):

“Arrangements regarding to access to borrow pits and the alignment of haul roads shall be made between the Contractor and the owners of the land on which borrow pits are situated. The Engineer’s representative on site shall be present at all such negotiations, which shall be confirmed in writing by the Contractor. All costs involved with such negotiations as well as the requirements contained in clause 3102 and clause 1225 of the specifications shall be borne entirely by the Contractor.”

B3103 **OBTAINING BORROW MATERIALS**

(a) **General**

Add the following:

“The expropriation and compensation for land from which borrow materials is obtained shall be negotiated and paid for by the Employer.”

In addition to all the requirements for borrow pits, the Contractor shall take cognizance of and implement any requirements in the Environmental Management Plan relating to borrow pits

(c) **Use of borrow materials**

Add the following to the second paragraph of this sub clause:

“Compensation to owners and arrangements with owners for taking material from alternative borrow pits proposed by the Contractor shall be the Contractor’s responsibility and entirely at his own expenses.”

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS**(c) Excess overburden**

Add the following:

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

(f) Protecting borrow pits

Add the following:

"It is a requirement of the contract that, where-ever required by the landowner, borrow pits shall be provided with temporary fencing around the perimeters of the borrow areas. The temporary fencing shall be erected prior to entering the land for borrowing purposes and shall on final finishing of the borrow areas as specified, be dismantled and removed and discarded as decided upon by the Contractor. Payment for temporary fencing around borrow pits shall be made in accordance with the stipulations of section 5500 in these specifications."

Add the following new sub clause:

“(h) Haul roads

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

B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS

Add the following to this clause:

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

B11 SECTION 3300: MASS EARTHWORKS**B3312 MEASUREMENT AND PAYMENT***Add the following new pay item:*

Item	Unit
B33.20 Fill constructed from material taken from commercial	
sources (unlimited free-haul)	cubic metre (m ³)
(specify layer, thickness and compaction)	

The description for item 33.01 shall apply mutatis mutandis except for the free haul and source of material.

B12 SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL**B3406 ROUTINE INSPECTION AND TESTS**

“Statistical control on layer thickness, compaction and stabiliser content will be applied in accordance with section 8300 Quality Control (Scheme 2).”

B3407 MEASUREMENT AND PAYMENT

Add the following new items:

“Item	Unit
B34.14 Pavement layers constructed from gravel procured from commercial sources including an unlimited free-haul:	
(a) (Description of layer)	cubic metre (m³)
(b) Etc. For other layers	

The unit of measurement shall be the cubic metre of compacted pavement layer, and the quantity shall be calculated from the authorised dimensions of the completed layer.

The tendered rates shall include full compensation for procuring the material from approved commercial sources, placing and compacting the material, including all transportation costs, stockpiling if necessary, loading and all other incidentals. The tendered rates shall also include full compensation for the protection and maintenance of the layer and conducting of control tests, all as specified.”

B13 SECTION 5600: ROAD SIGNS**B5601 SCOPE**

“This section also covers the supply and erection of permanent danger plates at culverts and bridges at the locations directed by the Engineer.”

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS**(a) Road signboards**

Add the following:

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

(a) (ii) Steel profile road signboards

Add the following:

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

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

B5604 **ROAD SIGN FACES AND PAINTING**

Add the following new sub clause:

“(e) Application of retro-reflective material

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

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

B5606 **ERECTING ROAD SIGNS**

(c) Erection

Add the following:

“After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material’s manufacturer.

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

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following:

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

Dismantling shall include sign panels and ground mounted sign supports.

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

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

B5609 MEASUREMENT AND PAYMENT

Add the following pay item:

“Item	Unit
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B56.10 Danger plates at culverts/structures

- | | |
|---|--------------|
| (a) Type A at stormwater culverts (size indicated) | number (No.) |
| (b) Type B at bridges (size indicated) | number (No.) |

The unit of measurement shall be the number of danger plates provided and erected in accordance with the drawings.

The tendered rate shall include full compensation for all labour and material, painting, posts, excavation, backfilling with soil etc., as may be necessary for completing the work in accordance with the details shown on the drawings.”

B14 SECTION 5700 ROAD MARKINGS

B5701 **SCOPE**

Road marking plans shall be issued during construction

B5707 **APPLYING THE PAINT**

(c) *Replacing the last paragraph with the following:*

"Permanent road marking work as specified by the Engineer shall be carried out within 14days of opening the full width traffic after the completion of the single seal surfacing".

B15	SECTION 5900:	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS
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B 5902 FINISHING THE ROAD AND ROAD RESERVE

Add the following:

“The Contractor shall pay special attention to the collection and removal of all waste materials originating from surfacing and other roadwork activities. Excess aggregate or asphalt broomed from the road surface shall not be discarded onto the side-slopes of the road formation. These aggregates, together with all other materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the Engineer.

This requirement shall be incorporated in the tendered rates for the relevant pay items of the Bill of Quantities.”

B16 SECTION 8100: TESTING MATERIALS AND WORKMANSHIP**B8104 TAKING AND SUBMITTING SAMPLES**

ADD THE FOLLOWING PARAGRAPHS TO THE END OF THE CLAUSE:

“The Engineer will at regular intervals inspect and test materials and completed work for compliance with the specified requirements. The testing frequencies, sample and lot sizes for routine testing shall be at the Engineer’s discretion. All sections of completed work shall be submitted to the Engineer for routine inspection and testing and the Contractor shall not cover up or construct any work on top of sections of completed work before being advised by the Engineer of the outcome of his inspection and testing. The Contractor shall arrange the submission of work for testing in a manner that will give the Engineer all reasonable opportunity for inspection and testing.”

“The minimum period required for the submission of asphalt mix designs for approval by the Engineer is 1 week.”

PROJECT SPECIFICATIONS**PART C: PROVISION OF THE TEMPORARY WORKFORCE****CONTENTS**

- C 01 SCOPE
- C 02 INTERPRETATIONS
- C 03 PERMITTED SOURCES OF TEMPORARY WORKERS
- C 04 EMPLOYMENT RECORDS TO BE PROVIDED
- C 05 VARIATIONS IN WORKER PRODUCTION RATES
- C 06 TRAINING OF THE TEMPORARY WORKFORCE
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- C 09 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES
- C 10 THE SUB-CONTRACTORS' WORKFORCES
- C 12 PROJECT LIAISON OFFICER
- C 11 MEASUREMENT AND PAYMENT

C 01 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

C 02 INTERPRETATIONS**C 02.01 Supporting documents**

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

C 02.02 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Sub-Contractor who possess special skills and/or who play key roles in the Contractor's or Sub-Contractor's operation
- (b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract
- (c) "Sub-Contractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract

- (d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Sub-Contractor, who is engaged by the Contractor, a Sub-Contractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like
- (e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Sub-Contractors
- (f) "Liaison Officer" means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelized.

C 02.03 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

C 03 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all Sub-Contractors. The temporary workforce that is to be used in the execution of the Works in terms of Part A may consist of the workers of various communities, and shall not be bound to one particular community.

C 04 EMPLOYMENT RECORDS TO BE PROVIDED

- (a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities that shall have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.
- (b) The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

C 05 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

C 06 TRAINING OF THE TEMPORARY WORKFORCE

- (a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part D.
- (b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part D.
- (c) The provision of structured training as described in Part D shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part D, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

C 07 RECRUITMENT AND SELECTION PROCEDURES

- C 07.01** The Contractor shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.
- C 07.02** The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognizance of the provisions of the Contract relating to training).
- C 07.03** The Contractor shall, at his own cost, take all necessary actions to advertise within the communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur.
- C 07.04** The Contractor shall record in writing, the details of all persons applying for employment, including *inter alia*:
- (a) Name, address, age and sex
 - (b) Marital status and number of dependents
 - (c) Qualifications and previous work experience (whether substantiated or not)
 - (d) Period since last economically active
 - (e) Preference for type of work or task.
- C 07.05** The Contractor shall make his selection of workers from amongst the applicants, taking due cognizance of his requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principles:
- (a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless –
 - (i) all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or
 - (ii) the Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.
 - (b) Preference shall be given to the unemployed and single heads of households.
 - (c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.
 - (d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.
- C 07.06** After making his selection, the Contractor shall advise the Engineer thereof, in writing and the Engineer shall, without undue delay, ratify the Contractor's selection.
- C 07.07** The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.
- C 07.08** The Contractor shall, after selecting his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce."

C 08 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

- C 08.01** All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area.
- C 08.02** The Contractor shall pay to all temporary workers engaged in terms of Part A of the Project Specifications, not less than the minimum rate of remuneration as specified in Form P : Appendix to Tender.

C 09 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

- C 09.01** The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.
- C 09.02** The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.
- C 09.03** In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Sub clause C 09.02 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.
- C 09.04** In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Sub clauses C 09.02 and C 09.03, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

C 10 THE SUB-CONTRACTORS' WORKFORCES

- C 10.01** The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all Sub-Contractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all Sub-Contractors.
- C 10.02** The Contractor shall at his own cost and to the extent necessary, assist and monitor all Sub-Contractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all Sub-Contractors, in respect of the application of the provisions of this Specification.

C 11 PROJECT LIAISON OFFICER (PLO)

The Contractor or his appointed agent will appoint a Project Liaison Officer (PLO) after 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.

C 11.01 Duties of the Project 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 in a format prescribed by the Engineer.

C 11.02 Payment for the project liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment 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 PLO shall be determined jointly by the Contractor, Engineer and Employer.

C 11.03 Period of employment of the project liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the Contractor, Engineer and Employer.

C 12 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for as relevant, be deemed to be included in the rates tendered for in Section 1300 of the Bill of Quantities.

PART D TASK WORK

D1	SCOPE
D2	INTERPRETATIONS
D3	ALLOWABLE WORKER SOURCES
D4	TASK WORK
D5	LABOUR RELATIONS AND GRIEVANCE PROCEDURES
D6	MEASUREMENT AND PAYMENT
D7	PROPOSED TASK RATES
D8	HAND EXCAVATEABLE MATERIAL

D1 SCOPE

This Particular Specification covers the requirements relating to the workers engaged on the on the Works, on a task work basis.

D2 INTERPRETATIONS**D2.1 SUPPORTING DOCUMENTS**

Where this Specification is required for a project, the following documents shall inter-alia be read in conjunction with this Specification:

- (a) The Instructions to Tenderers
- (b) The Conditions of Contract
- (c) The Project Specifications
- (d) The Drawings (where applicable)
- (e) The statutory minimum requirements relating to the employment and remuneration of labour.

D2.2 DEFINITIONS AND ABBREVIATIONS

For the purposes of this Specification, the definitions given in the Conditions of Contract, Standardized Specifications and the Project Specifications, together with the following additional definitions shall apply:

- (a) **"Daily task"** means a task which, under the prevailing conditions, can reasonably be expected to be completed by an average worker or average group of workers within an average normal working day. **"Weekly task"** shall be similarly and appropriately construed.
- (b) **"Daily task"** means that portion of a weekly group task, or weekly individual task, or daily group task as is executed, or to be executed by an individual worker during a single average normal working day.
- (c) **"Daily task rate"** means the rate of remuneration which is paid to an individual worker in respect of an individual daily task.

- (d) "**Task**" means a defined quantity of work to be executed in a pre-defined period of time by a specified number of workers. "**Individual task**" and "group task" shall be similarly and appropriately construed.
- (e) "**Task rate**" means the rate at which workers are remunerated for the completion of a task. "**Daily task rate**" and "weekly task rate" shall have similar meanings.
- (f) "**Task work**" means the engagement of workers on terms and conditions in which they are remunerated only for tasks successfully completed, regardless of the time spent completing the task.

D2.3 STATUS

Unless and to the extent that exemptions from compliance with the statutory requirements are applicable to the project, where the provisions of this Specification are in conflict with any prevailing laws or statutory requirements relating to the terms and conditions of the employment and remuneration of workers, the statutory requirements shall take precedence.

D3 ALLOWABLE WORKER SOURCES

The provisions of Particular Specification Part C shall be applicable in respect of sources which the Contractor may utilise in the recruitment and employment of workers for the Contract, with addition of the following terms and conditions:

- D3.1.1** Workers shall be engaged on a task work basis, as defined in sub-clause D2.3 and as further described in clause D4 below.

D4 TASK WORK

D4.1 FORMULATION OF THE TASKS

D4.1.1 Responsibility

- (a) The Works are specified and measured generally in accordance with the format described in the Standardized Specification or Particular Specifications, and the Contractor shall be responsible for the division of the work into tasks and the formulation of the individual tasks.
- (b) Save and except as provided in the Contract, the formulation of the individual tasks shall be at the Contractor's discretion.

D4.1.2 Documentation

- (a) The Contractor shall, together with the submission of the programme referred to in Clause 12.2 of the Conditions of Contract, provide to the Engineer a full list of all tasks, describing in detail the nature and extent of each task and the numbers of workers to be employed on such tasks.
- (b) Should the Contractor deem it necessary to vary or amend the formulation of tasks at any stage, he shall without delay, provide the Engineer with a revised list indicating all his revisions thereto.
- (c) The submission to and approval by the Engineer of any such list of the task formulation or any revision thereto, shall not relieve the Contractor of any of his liabilities under the Contract and shall not limit the right of the Engineer to instruct the Contractor to vary the formulation of tasks should the circumstances so warrant.

D4.2 STRUCTURE AND EXTENT OF TASKS

- D4.2.1** A task shall, in accordance with the provisions of sub-clause D4.1.1 above and Contract Data: Labour Laws, be determined by the Contractor on the basis of what an average worker from his labour force can reasonably be expected to complete in a **standard 8-hour working day**, taking due cognisance of the specific prevailing physical conditions on the Site (including soil character, hardness and density, climatic conditions, difficulty of the work) and other regulatory conditions (e.g. meal break, etc).
- D4.2.2** Unless the circumstances preclude, tasks shall be formulated on the basis of daily tasks. Where the nature of the work is such that the formulation of the task on a daily task basis is impractical, such tasks may be formulated as weekly tasks.
- D4.2.3** The extent of any particular task (e.g. trench excavation) shall be varied on a daily basis to accommodate the hardness of the soil and the difficulty of the specific task for the day.
- D4.2.4** The extent of any particular task shall, as stated above, be based on what the average worker can achieve and shall be identical for all workers. The exploitation of particularly competent and productive workers through the increasing of the extent of their specific tasks shall be strictly prohibited.
- D4.2.5** Tasks shall wherever possible be structured as individual tasks for each worker. Notwithstanding, where the nature of the work to be executed is such that the circumstances so warrant, tasks may be formulated as group tasks.
- D4.2.6** Where workers are engaged on work for which no specific productivity can be specified (e.g. during the provision of specific non-productive training, an office cleaning or messenger tasks, etc) the duties which the worker is expected to perform during the normal working day shall never the less be appropriately defined in the format of a daily task, without specific reference to productivity.
- D4.2.7** The Contractor shall formulate all tasks in such a manner as to facilitate the implementation of all training programmes (including any structured training programmes) as provided for in the Contract, and the employment of workers progressively through the various stages of each type of work.

D4.3 DEMARCATON OF TASKS

The Contractor shall at all times, physically and clearly demarcate the extent of each individual or group task in such a manner that the extent of the daily or weekly task of each individual worker or group of workers can be clearly perceived by both the workers and the Engineer.

The Table of Proposed Task Rates included in these Specifications should be used as a base to set out the specific task to an individual worker or group of workers to complete, which shall also be the basis of task rate remuneration explained below.

D4.4 REMUNERATION OF TASK WORKERS

D4.4.1 Base rate for task work remuneration

- (a) The rate at which workers engaged in task work are remunerated for the completion of any particular task, shall be in accordance with the rate of pay set for SPWP projects in clause 19.1.2 of A5.2.3(h).
- (b) Workers engaged in "non-production" oriented tasks shall be remunerated at a rate which is not less than the applicable daily task rate.

- (c) The daily task rate shall be the same rate for all daily tasks. Differences in the difficulties of the various types of work shall be reflected in the extent of the daily task assigned by the Contractor.
- (d) Where a worker is required by the Contractor to execute task work on a Sunday, the daily task rate shall be doubled.

D4.4.2 Remuneration for completed tasks

Workers engaged in task work activities shall be remunerated at the daily task rate only in respect of completed tasks as specified in Clause 14 of Labour Laws (clause 4.6 of Contract Data).

D4.5 PROVISION OF MATERIALS, TOOLS, PLANT AND EQUIPMENT

D4.5.1 The Contractor shall at his own cost, provide to all workers engaged in task work activities, all materials, tools, Plant, safety clothing and other equipment as may be necessary to facilitate the uninterrupted execution and completion of the respective tasks.

D4.5.2 The Contractor shall ensure that all tools, plant and equipment are at all times maintained in good working condition.

D4.6 VERIFICATION AND ADJUSTMENT OF THE EXTENT OF TASKS

D4.6.1 Irrespective of any deductions made, or inferences which may be drawn by the Contractor for any item in the Schedule of Quantities, where it becomes evident that the extent of the work included by the Contractor in any particular task exceeds the requirements of this Specification, the Contractor shall forthwith reduce the extent of the work included in the task such that it complies with the requirements of this Specification.

D4.6.2 The Engineer shall have the right at any time, to verify that the amount of work included by the Contractor in any general or specific task does not exceed the limits stated in sub-clauses D4.2 and to this end the Contractor shall whenever so required by the Engineer, make available to the Engineer, those workers as may be selected by the Engineer, together with the necessary supervision, and shall physically demonstrate that the task can reasonably be completed by the average worker in the required time.

D4.6.3 Where any such demonstration reveals that the extent of the work included by the Contractor in any task is excessive, the Contractor shall immediately reduce the extent of the task appropriately, so that it complies with the provisions of the Contract.

D4.6.4 All additional costs resulting from the reduction of the extent of any task or tasks in terms of these sub-clauses shall be entirely for the Contractor's account and the Contractor shall have no claim in this regard. Similarly, any delays which may occur, consequent on the reduction of the extent of any task in terms of the said sub-clauses, shall be the Contractor's liability and no claims for extension of time will be considered on such grounds.

D4.7 PRODUCTION OF TASK WORKERS**D4.7.1 Non-productive workers**

The Termination of a worker shall be done in accordance with clause 18 of Labour Laws (clause 4.6 of Contract Data). Examples of poor work performance shall include, but not necessarily be limited to cases where:

- (a) the worker has taken more than three (3) times the specified time to complete the task;
or
- (b) the low production level of a particular worker involved in group tasks is persistently objected to by the group and is severely affecting the group's productivity;

provided always that the worker cannot be accommodated on other tasks at which he is more capable.

D4.7.2 Contractor's liability

The Contractor shall remain fully responsible for the employment of sufficient task workers, the provision of sufficient skilled and competent key personnel and trainers to ensure that the production achieved by the task workers and the quality of their work is adequate to construct and complete the project in accordance with the requirements of the Contract.

D4.8 CERTIFICATE OF SERVICE

Every worker engaged on the Contract shall on the termination of his participation on the Contract, be entitled to receive from the Contractor, a certificate of service in which the information as specified in clause 19 of Labour Laws (clause 4.6 of Contract Data) shall be recorded.

D5 LABOUR RELATIONS AND GRIEVANCE PROCEDURES

The provisions of Labour Laws (clause 4.6 of Contract Data) shall be applicable.

D6 MEASUREMENT AND PAYMENT

The recruitment of the labour force, the formulation of tasks and the appropriate organisation, supervision and execution of task work will not be separately nor directly measured and paid for and all costs associated therewith shall be deemed to be included in the various rates and prices tendered for the various items of work as listed in the Schedule of Quantities.

D7 PROPOSED TASK RATES

For proposed task rates, refer to Table 8.2 under clause A5.2.3 (n)(3) of the Scope of Works.

D8 HAND EXCAVATABLE MATERIAL

Hand excavatable material shall be determined in accordance with the classification of material provided in A5.2.3 (n)(2) of the Scope of Works.

PART E MANAGEMENT OF THE WORKS

E1 GENERIC SPECIFICATIONS

The SABS 1200 Standardized Specifications listed in 4.1.1 are applicable.

E2 HEALTH AND SAFETY

E2.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

(a) Construction Regulations, 2003

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. (A copy of the Construction Regulations is included as an Annexure in this Volume). Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Bill of Quantities and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2003, will be issued separately by the Employer.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

E2.2 PROTECTION OF THE PUBLIC

The safety of the public shall remain a priority at all times.

E2.3 BARRICADES AND LIGHTING

(a) Notices, signs, barricades and advertisement

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

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

PART F: PROVISION OF STRUCTURED TRAINING

CONTENTS

F1	SCOPE
F2	INTERPRETATIONS
F3	ENGINEERING SKILLS TRAINING
F4	ENTREPRENEURIAL SKILLS TRAINING
F5	MEASUREMENT AND PAYMENT

F1. SCOPE

This specification covers the requirements for the provision of the following training:

- (a) Specified structured training to selected members of the workforce and small, medium and micro enterprises (SMME's) by a selected Sub-Contractor as appointed by the Employer.
- (b) Additional training deemed necessary by the Contractor, to members of the workforce and small, medium and micro enterprises (SMME's).

F2. INTERPRETATIONS

F2.01 Supporting documents

The tender rules, conditions of contract, standard, supplementary and specific specifications and project specifications and drawings shall inter alia be read in conjunction with this specification.

F2.02 Application

The provisions of this specification shall apply in respect of all workers and small, medium and micro enterprises other than the Contractor's key personnel, who are engaged on the execution of the works.

F3. ENGINEERING SKILLS TRAINING

F3.01 The Contractor shall, from the commencement of the contract, implement a structured training programme comprising of the training delivered by the selected Sub-Contractor and any additional training as provided for by the Contractor, in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, small, medium and micro enterprises engaged thereon, in a programmed and progressive manner. Selected workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

F3.02 The skills training programme to be implemented by the selected Sub-Contractor shall comply with the following minimum standards:

- (a) Be accredited by the Civil Engineering Industry Training Scheme (CEITS) or other institution recognised by the Department of Labour, as being appropriate for application on this project. Accredited training refers to both the trainers as well as to the training materials.
- (b) Be delivered by suitably qualified and experienced trainers accredited to do so.

F3.03 The Contractor shall provide with his tender, full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:

- (a) The name of the accredited training institution and programme

- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilised.

Details of such additional skills training shall be attached to the Tender document.

F3.04 The Contractor shall be responsible for the provision of the following necessary for the delivery of the specified and additional skills training programme, including the following:

- (a) Sufficient skilled, competent and accredited trainers to deliver the additional training programme to workers in accordance with the training programme
 - i. A suitably furnished venue
 - ii. Transport of the workers as required
 - iii. Tools, equipment, and teaching aids
 - iv. Stationery and all other necessary materials.

F3.05 Selection of candidates

- (a) Members of the workforce will be selected by the Engineer, assisted by the Contractor and the Liaison Officer, to receive specific training as approved by the Engineer.
- (b) The following will be taken into account in the selection of the workers to receive the specified training:
 - (i) Previous experience (if any)
 - (ii) Previous courses completed (if any)
 - (iii) Module specific requirements.

F3.06 Duration of training

- (a) The Contractor shall allow in his programme for the selected members of the workforce to be engaged in the specified training modules.
- (b) Provision must also be made by the Contractor for members of the workforce.

F3.07 All specified skills-related training shall take place only during normal working hours and the Contractor shall ensure that the selected workers are available at the appropriate times to undergo such training.

F3.08 Both the selected Sub-Contractor's and the Contractor's additional training programme shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content to suit changing conditions on site and all changes in the Contractor's programme of work.

F3.09 The Contractor shall keep comprehensive records of the training given to each worker involved in training as well as the nature and number of each task executed by the worker and whenever required shall provide copies of such records to the Engineer.

F3.10 Workers shall be remunerated in respect of all time spent undergoing the specified training in terms of Clause I3.02, at the minimum specified government gazetted wage rate for the area and no less than the wage rate if the worker was carrying out normal duties.

F3.11 Use of workers

The Contractor shall, in so far as it is reasonably feasible take due cognizance of the nature of the works to be executed at any given time, and use trained workers on those aspects of the works for which they have been trained.

F4. ENTREPRENEURIAL SKILLS TRAINING

F4.01 Members from selected small, medium and micro enterprises as Sub-Contractors will be entitled to receive a structured training programme, comprising of training delivered by a selected Sub-Contractor and any additional training as provided for by the Contractor, the training will comprise both management skills as well as business development skills.

F4.02 The Contractor shall closely monitor the performance of all micro Contractors/Sub-Contractors in the execution of their contracts and shall identify all such Sub-Contractors who, in his opinion, display the potential to benefit from structured training as may be provided for elsewhere in the contract and where required by the Engineer, and shall make recommendations in this regard. The final list of candidates will be decided between the Contractor, the Engineer and the Project Committee.

F4.03 The Contractor shall assist in facilitating in the delivery of the training, by instructing and motivating.

F4.04 The Contractor shall further make all reasonable efforts to co-ordinate the programming of the Sub-Contractor's work with that of the delivery of the structured training.

F4.05 The entrepreneurial skills training programme to be implemented by the selected Sub-Contractor shall comply with the following minimum standards:

- (a) Be accredited by the Civil Engineering Industry Training Scheme (CEITS) or other institution recognised by the Department of Labour, as being appropriate for application on this project. Accredited training refers to both the trainers as well as to the training materials.
- (b) Be delivered by suitably qualified and experienced trainers accredited to do so.

F4.06 Following completion of the structured training, members of small, medium and micro Contractors/Sub-Contractors shall have demonstrated understanding and competence.

F4.07 The Contractor shall provide with his tender, full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:

- (a) The name of the training institution and programme
- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilized.

Details of such additional entrepreneurial training shall be attached to the Tender document.

F4.08 The Contractor shall be responsible for the provision of the following necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) Sufficient skilled and competent trainers to deliver the additional training programme to trainees in accordance with the training programme
 - i. A suitably furnished venue
 - ii. Transport of the Sub-Contractors as required

- iii. Tools, equipment, and teaching aids
- iv. Stationery and all other necessary materials.

F4.09 All specified entrepreneurial training shall take place within normal working hours.

F4.10 Both the selected Sub-Contractor's and the Contractor's training programme shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content.

F4.11 The Contractor shall keep comprehensive records of the training given to each Sub-Contractor involved in training and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each Sub-Contractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

F4.12 No remuneration in respect of time spent undergoing specified training in terms of this Clause will be made to any of the Sub-Contractors.

F5. MEASUREMENT AND PAYMENT

F5.01 Basic principles

(a) General

Measurement and payment for all work executed in terms of this contract shall be measured and paid for in accordance with the principles set out in Clause B1231 of the project specifications, irrespective of whether the work is executed as an integral part of the provision of training in terms of this specification.

(b) Training

The Contractor shall only be reimbursed for the amounts actually paid by the Contractor to the selected Sub-Contractors as appointed by the Employer, in execution of the Engineer's written instruction, plus a percentage as tendered to cover all his charges and profits.

F5.02 Scheduled items

Payment items are included in the Schedule of Quantities under Section 1200 for the provision of the specified training by selected Sub-Contractors only. Any additional training as viewed by the Contractor to be necessary shall be viewed to be included under Section 1300 and shall not be paid for separately

THABAZIMBI LOCAL MUNICIPALITY**RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL
STREETS, PHASE 2****BID NO.: TECH 21/2020/21****Part C3.2 List of Tender Drawings**

The Drawings, attached as a separate drawing book to this document are for Tender purposes only. The following Drawings are included:

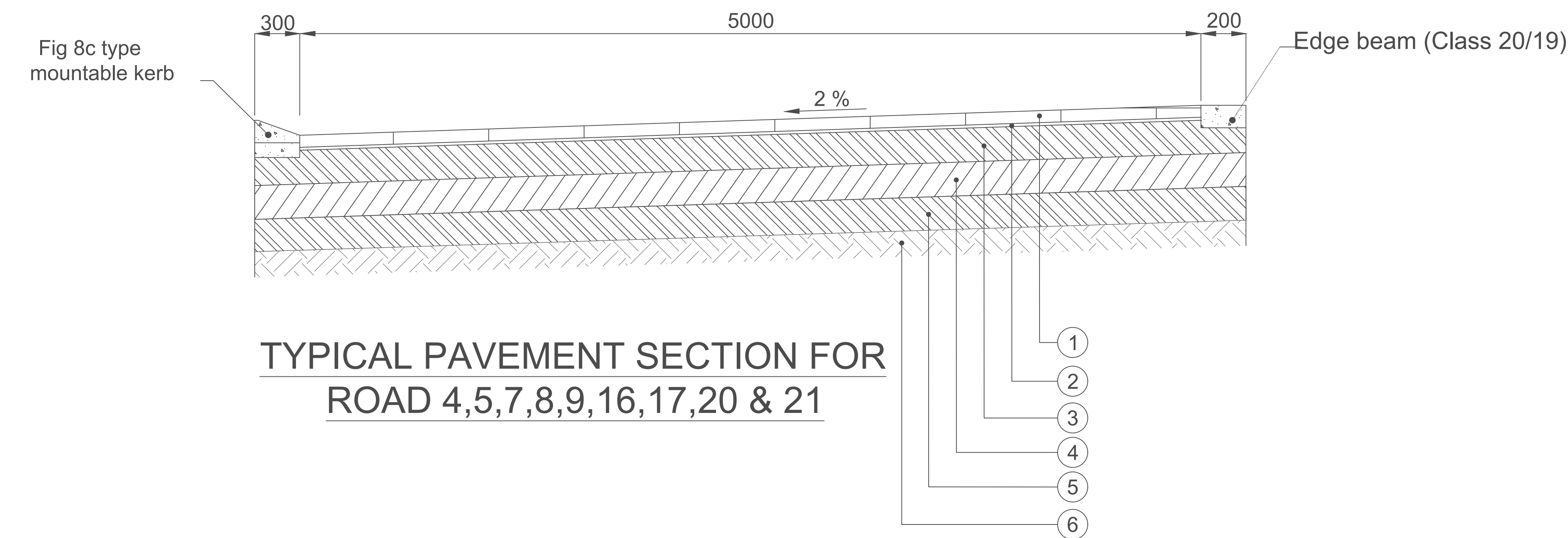
<u>DRAWING NO</u>	DESCRIPTION
NOR/TLM/SL-001	General Layout
NOR/TLM/TYPE-001	Typical Drawings
NOR/TLM/TYPE-002	Typical Speed hum Plans and Bollard
NOR/TLM/TYPE-003	Typical Stormwater drift



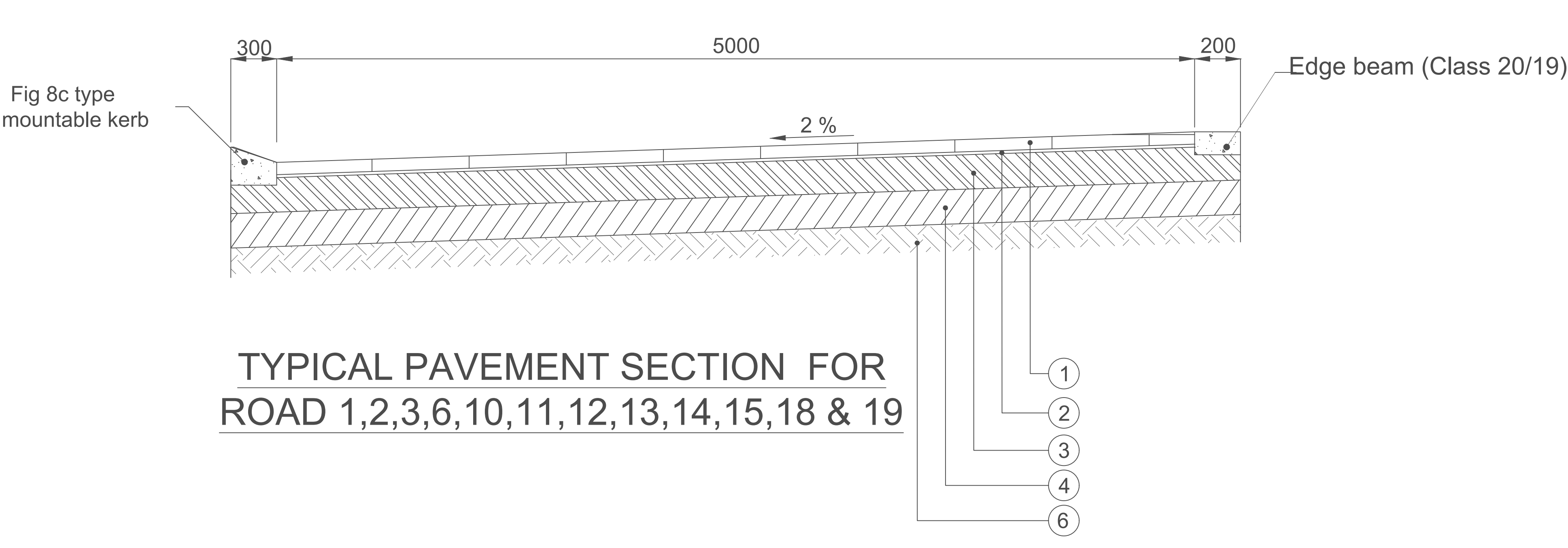
BENCHMARK COORDINATES			
POINT ID	CO-ORDINATES: WGS84		ELEVATION
	Y	X	
BM 1	-27 046.686	2 762 172.721	1 012.351
BM 2	-27 264.805	2 762 234.835	1 013.835
BM 3	-27 113.465	2 762 494.521	1 012.731
BM 4	-27 023.313	2 762 285.685	1 012.387
BM 5	-27 305.554	2 762 442.845	1 013.706
BM 6	-27 275.876	2 762 535.246	1 013.590
BM 7	-27 322.142	2 762 595.797	1 013.941
BM 8	-27 503.206	2 762 163.879	1 015.388
BM 9	-27 454.768	2 762 392.725	1 014.875
BM 10	-27 413.372	2 762 570.647	1 014.525
BM 11	-27 375.686	2 762 827.733	1 014.052
BM 12	-27 330.319	2 763 056.033	1 014.450
BM 13	-27 413.077	2 762 880.170	1 014.233
BM 14	-27 458.542	2 762 674.001	1 014.481
BM 15	-27 633.987	2 762 356.887	1 015.977
BM 16	-27 601.484	2 762 503.416	1 015.588
BM 17	-27 570.512	2 762 647.819	1 015.637
BM 18	-27 552.425	2 762 693.733	1 015.149
BM 19	-27 518.196	2 762 886.251	1 014.601
BM 20	-27 667.251	2 762 403.122	1 016.034
BM 21	-27 617.111	2 762 664.153	1 015.753
BM 22	-27 655.875	2 762 717.165	1 015.702
BM 23	-27 617.122	2 762 890.643	1 014.978
BM 24	-27 711.060	2 762 685.891	1 016.064
BM 25	-27 748.611	2 762 534.987	1 016.286
BM 26	-27 791.784	2 762 566.425	1 016.470
BM 27	-27 747.584	2 762 746.337	1 016.082
BM 28	-27 720.334	2 762 935.454	1 015.401

LEGEND :	
EXISTING ROAD	
POWERLINE	
FENCE	
HOUSE	
SHACK	
ELECTRICAL POLE	
BENCHMARK	
FIRE HYDRANT	
MANHOLE	
WATER METER	
WALL	
NEW STORMWATER ALIGNMENT	
NEW ROAD ALIGNMENT	

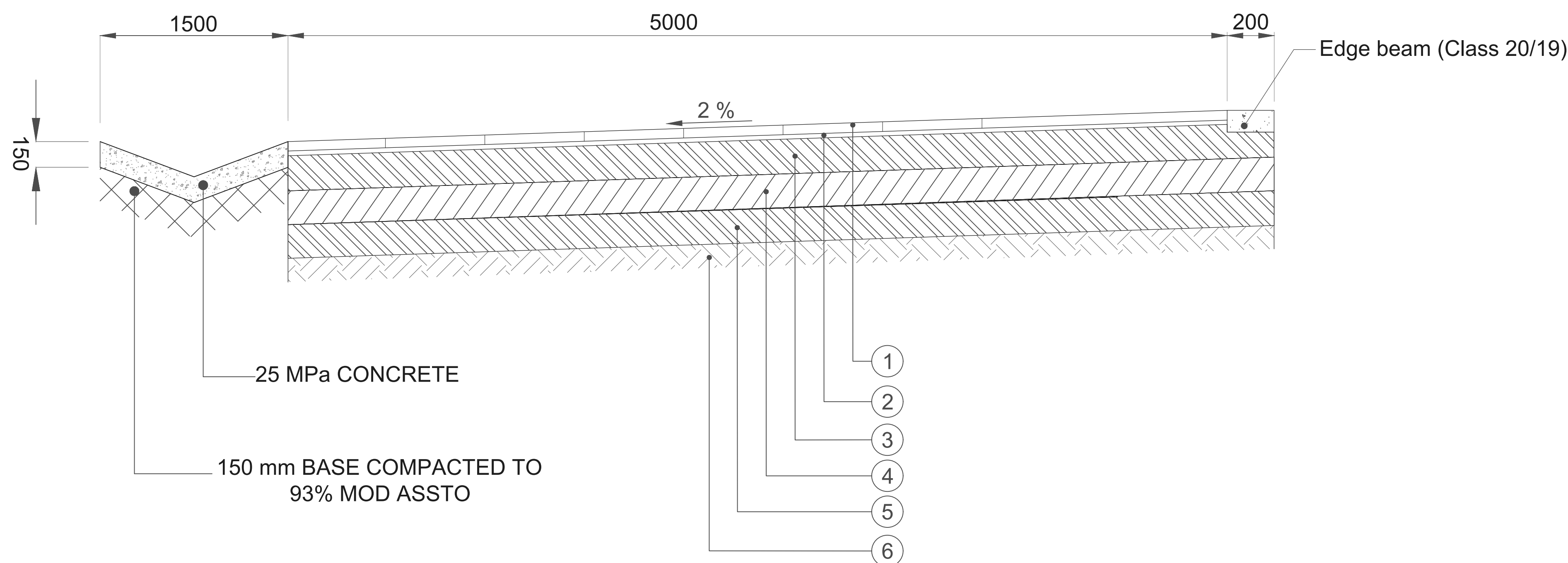
1 RE-ADVERT - TENDER DRAWINGS		07/05/2021	JM	AL
0 TENDER DRAWINGS		25/02/2020	OM	AL
REV	DESCRIPTION	DATE	REV BY	CHKD
REVISIONS				
NORTMLGL-001		GENERAL LAYOUT		
ORG. No.		DRAWING TITLE		
REFERENCE DRAWINGS				
DESIGNED	INITIALS	SIGNED	APPROVED BY ENGINEER	
DRAWN	OM		PROJ. PRINCIPAL: (PRINT NAME)	
CHECKED	AL		PROJ. PRINCIPAL: (SIGNATURE)	
APPROVED BY LOCAL AUTHORITY:		DATE (DDMMYYYY):		
PROJ. PRINCIPAL: (PRINT NAME)		APPROVED BY CLIENT:		
PROJ. PRINCIPAL: (SIGNATURE)		PROJ. PRINCIPAL: (PRINT NAME)		
DATE (DDMMYYYY):		PROJ. PRINCIPAL: (SIGNATURE)		
		DATE (DDMMYYYY):		
CONSULTANT		PROJECT		CLIENT
PHATWE CONSULTING ENGINEERS CO		NORTHAM EXT 5 PHASE 2		THABAZIMBI LOCAL MUNICIPALITY
18A VON WIELLICH STREET RUSTENBURG 0299		RE - ADVERT TENDER DRAWINGS		
				THABAZIMBI Municipality
				PROJECT TITLE
				NORTHAM EXTENSION 5 UPGRADE OF INTERNAL STREETS, PHASE 2
				DRAWING DESCRIPTION
				GENERAL LAYOUT
				PHASE
				TP
				TENDER PLANS (Full signature)
				CLIENT
				DATE
				ENGINEER
				DATE
				Pr Reg No
				SCALE
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				PROJECT No.
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				NOR/TLM/SL-001
				REV
				1 OF 1



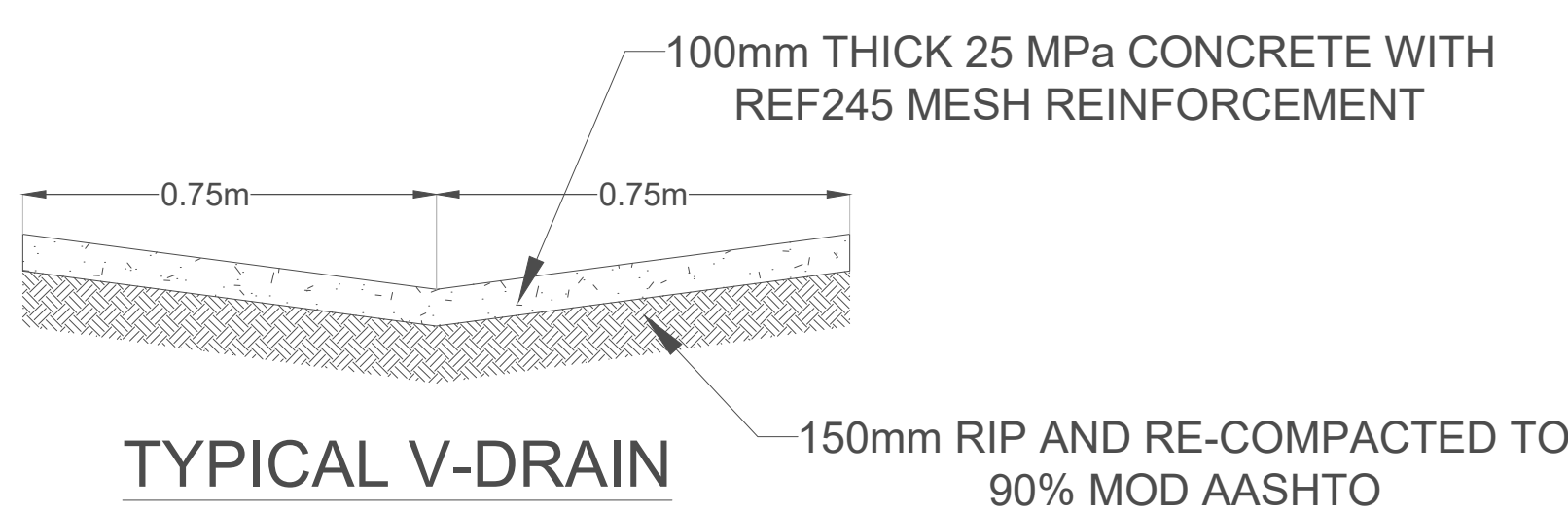
TYPICAL PAVEMENT SECTION FOR ROAD 4,5,7,8,9,16,17,20 & 21



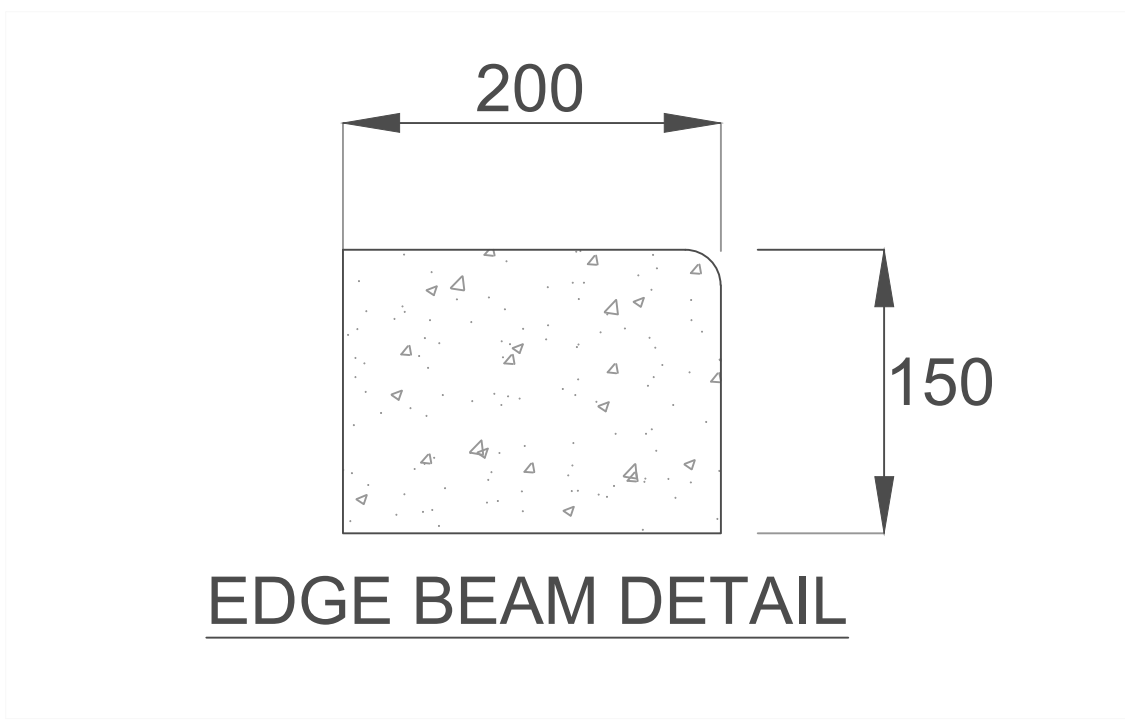
TYPICAL PAVEMENT SECTION FOR ROAD 1,2,3,6,10,11,12,13,14,15,18 & 19



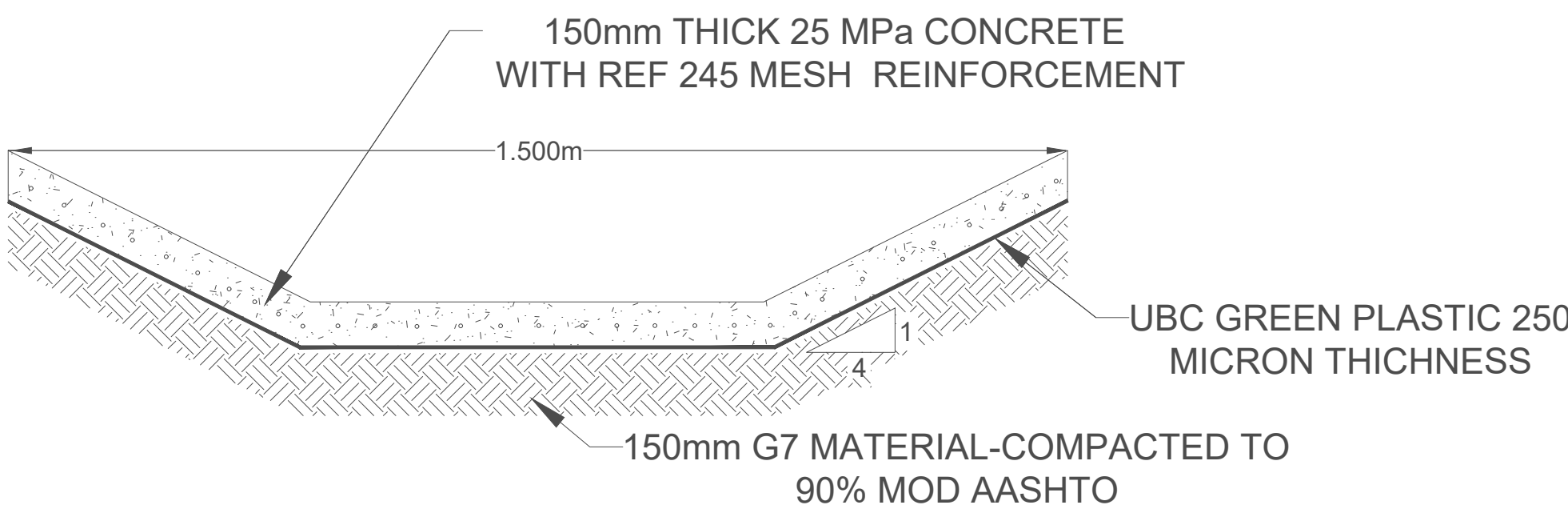
TYPICAL PAVEMENT SECTION WITH STORMWATER CHANNEL



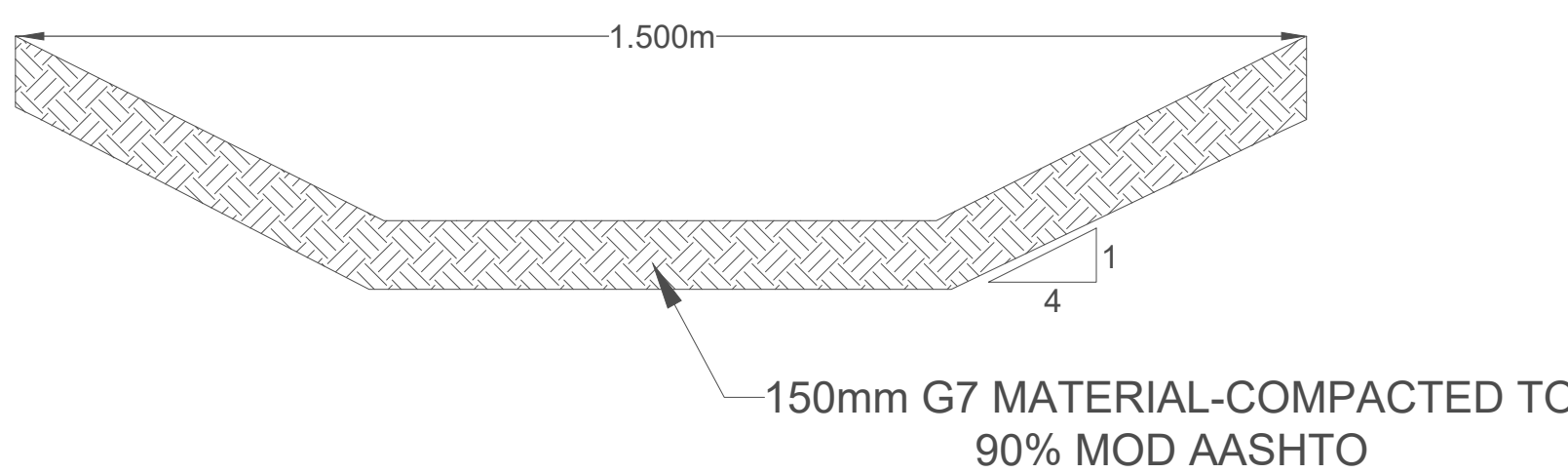
TYPICAL V-DRAIN



EDGE BEAM DETAIL



TYPICAL TRAPEZOIDAL CONCRETE CANAL



TYPICAL TRAPEZOIDAL EARTH CANAL

TABLE 1

GRADING RANGE OF BEDDING SAND

SIEVE SIZE	% PASSING
9,52mm	100
4,75mm	95-100
2,36mm	80-100
1,18mm	50-85
600 }m	25-60
300 }m	10-30
150 }m	5-15
75 }m	0-10

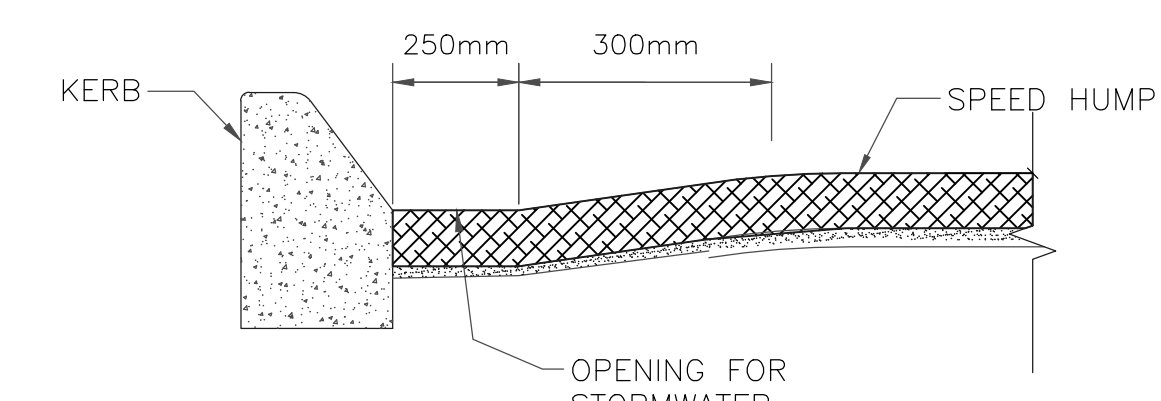
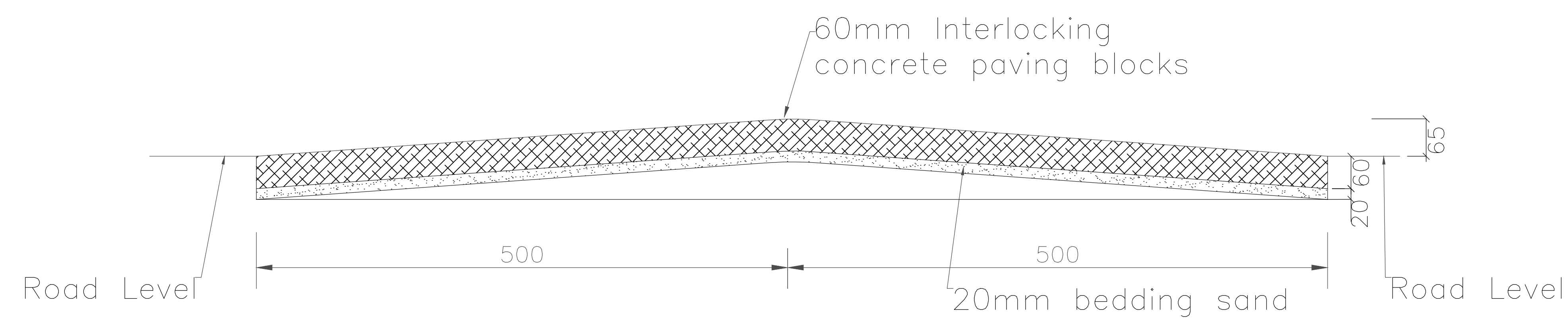
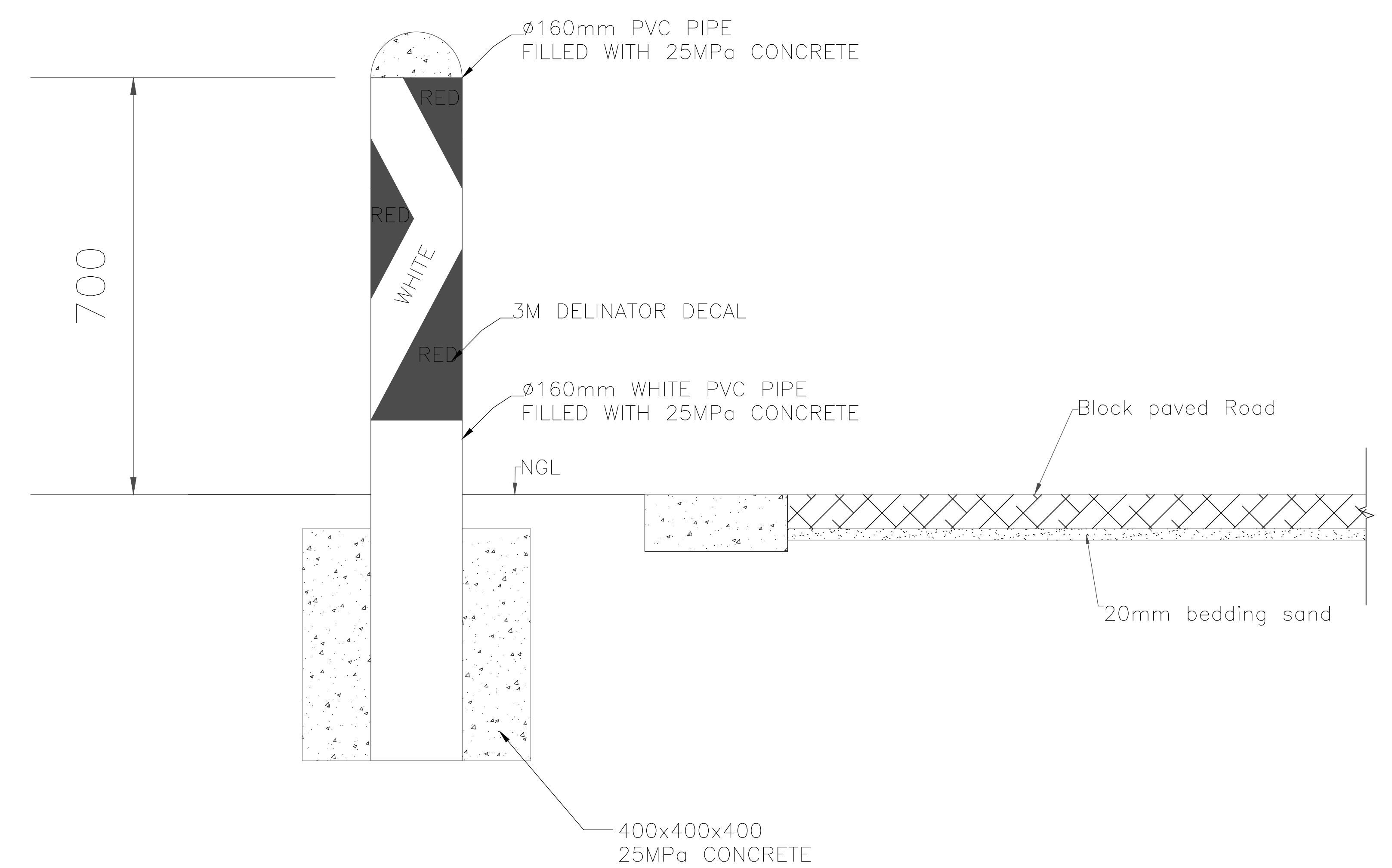
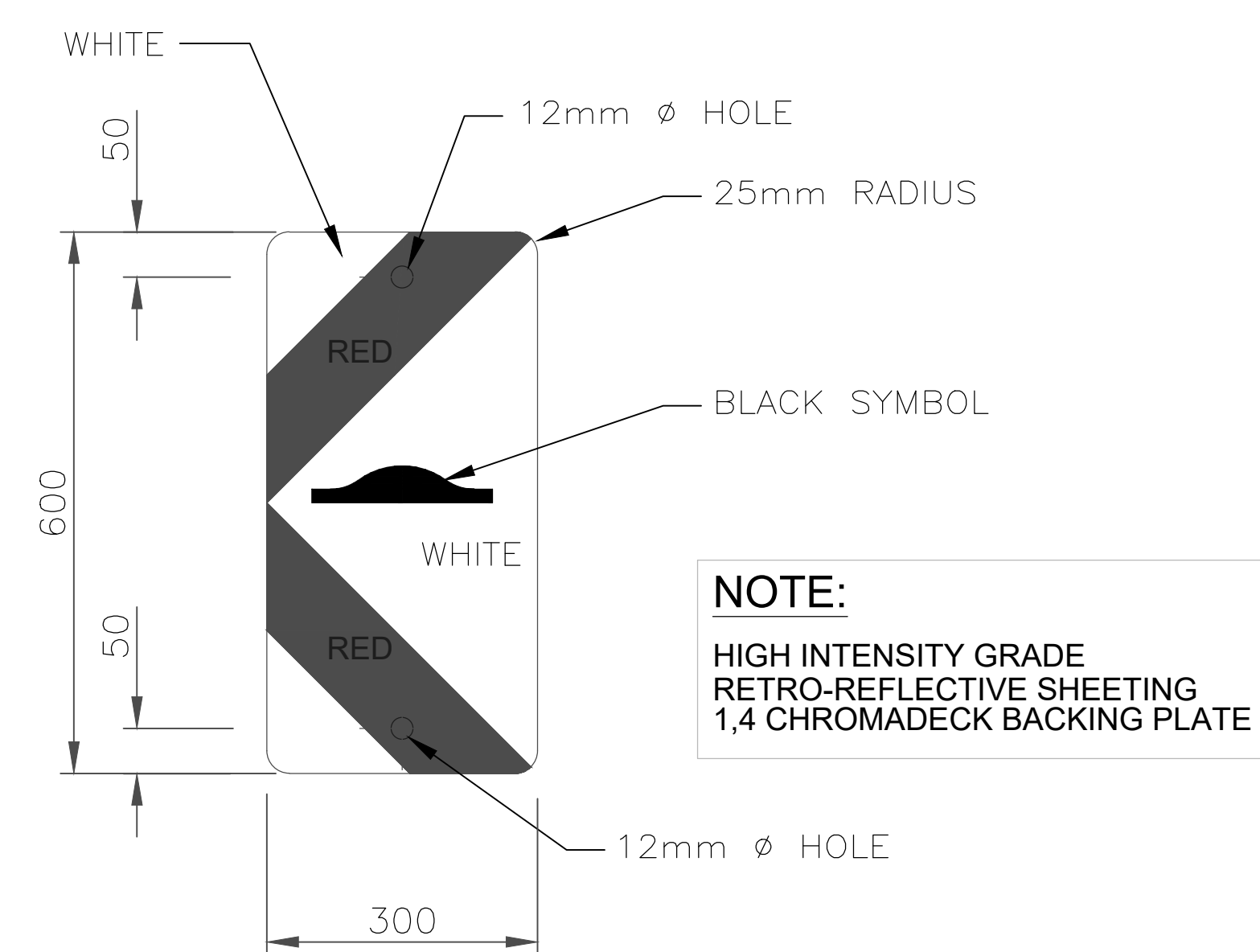
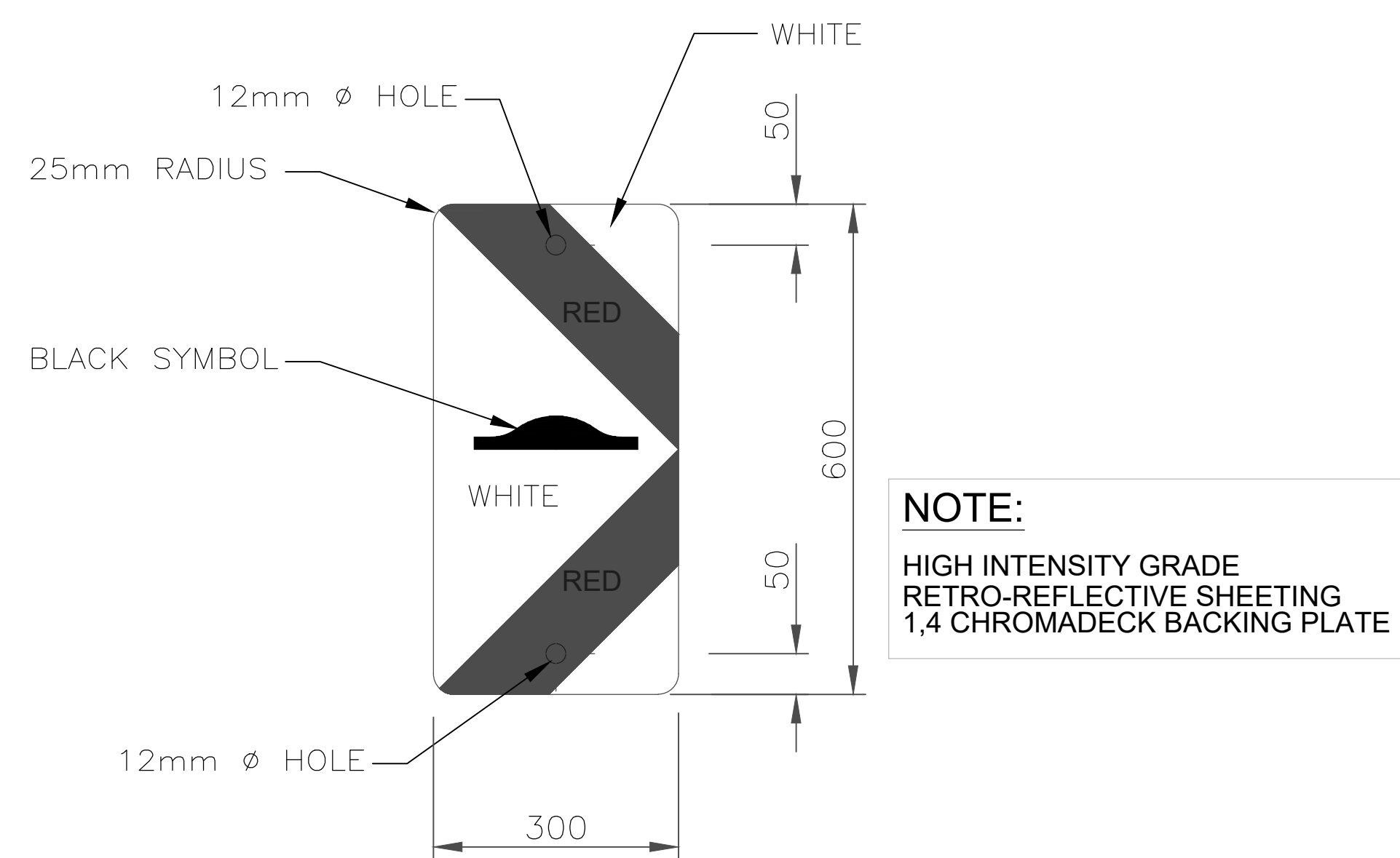
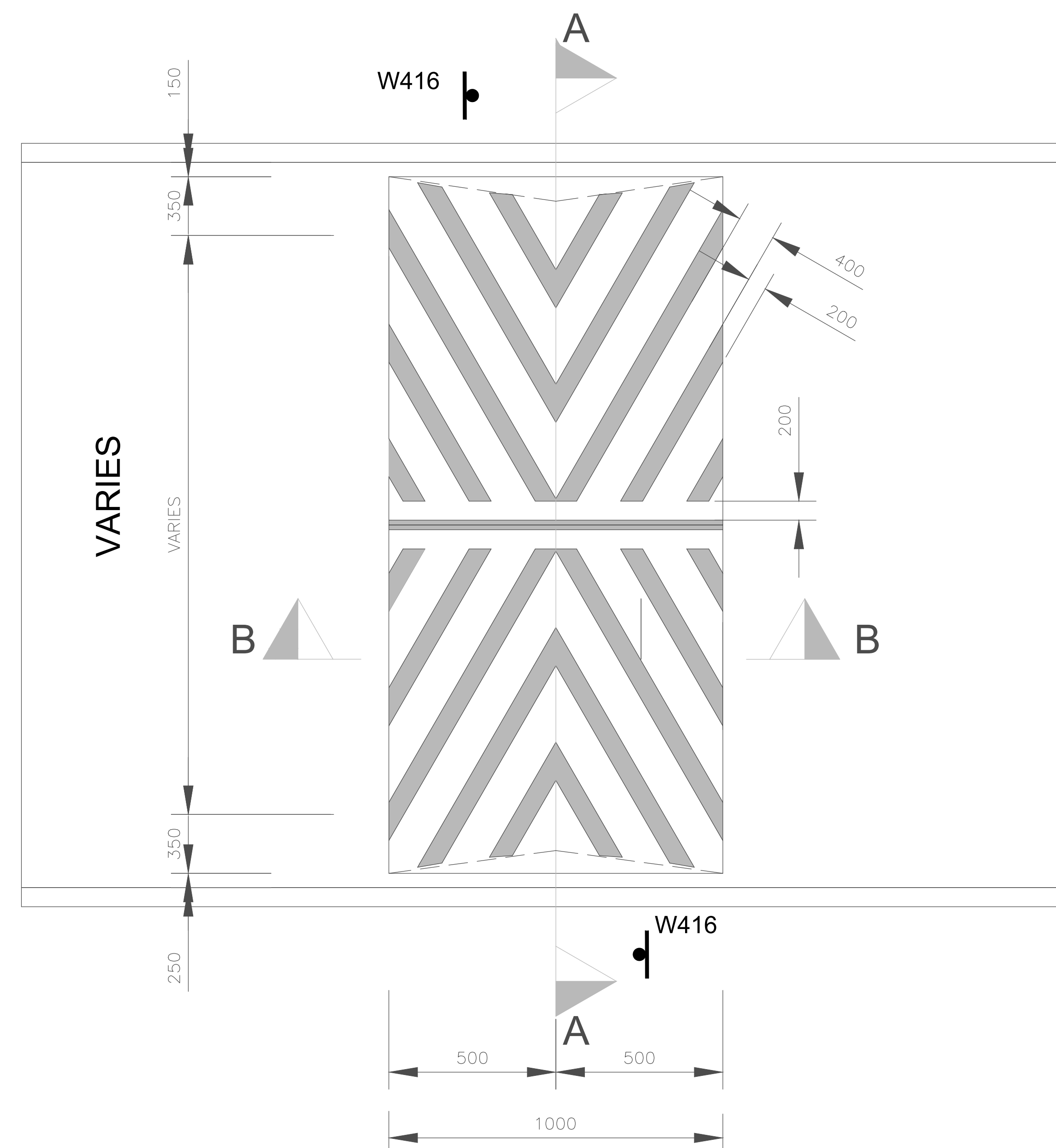
TABLE 2

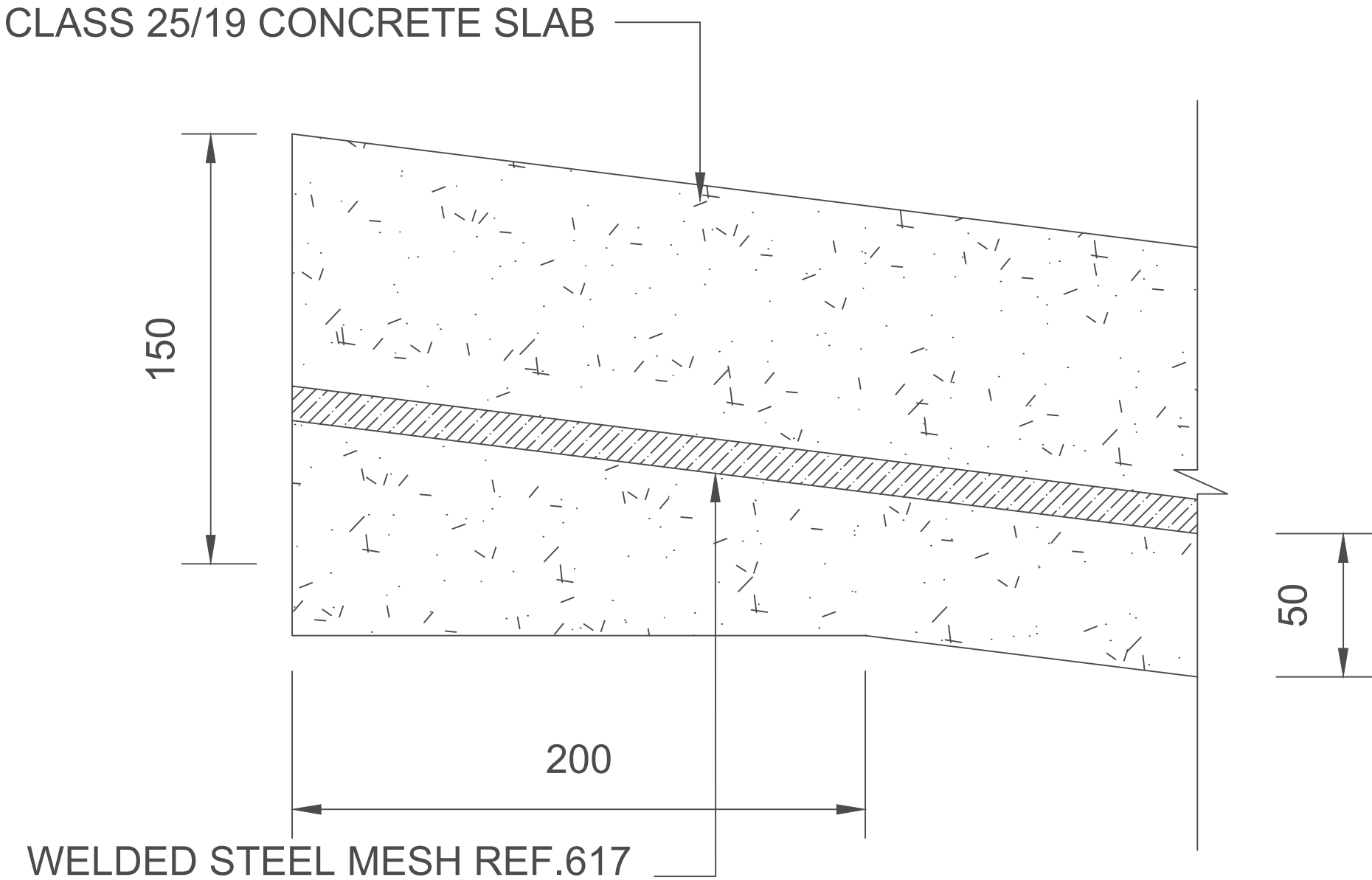
GRADING RANGE OF FILLER/JOINTING SAND TO BE USED DURING BLOCK PAVING COMPACTION

SIEVE SIZE	% PASSING
2,0mm	100
1,0mm	90-100
0,6mm	60-90
0,2mm	30-60
0,1mm	15-30
0,06mm	10-20

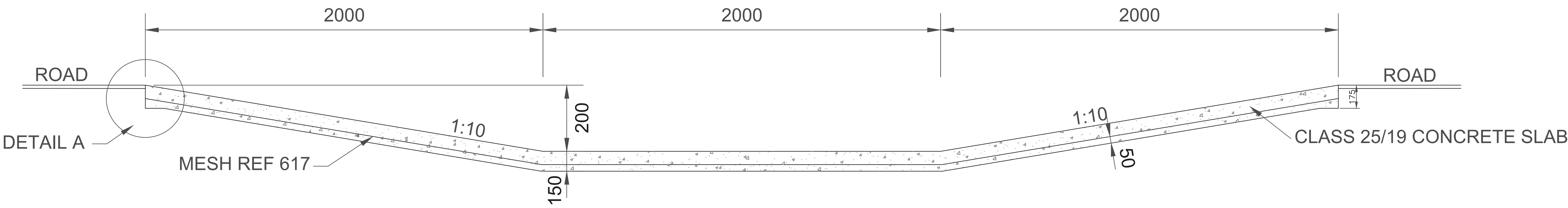
LAYER WORKS SPECIFICATION IN EXPANSIVE MATERIAL		
LAYER NO	LAYER	DESCRIPTION
1	60mm INTERLOCKING BLOCK PAVING	60mm INTERLOCKING CONCRETE PAVING BLOCKS "TYPE S-A" CLASS 35MPa WET COMPRESSIVE STRENGTH PLACED USING HERRINGBONE PATTERN ON 20mm SAND BEDDING.INITIAL SURFACE VIBRATION OF THE BLOCK USING A PLATE VIBRATOR (Sufficient passes should be made to compact the block pavement fully and produce an even surface)
2	20mm SAND	20mm SAND BEDDING, (SEE GRADING REQUIREMENTS FOR BEDDING SAND AND FILLER/JOINTING SAND IN TABLES 1 AND 2, Screeding of the sand bedding layer to accurate level and thickness.
3	150mm C4 BASE	UCS: 0,75 TO 1,5 MPa AT 100% MOD AASHTO; MINIMUM ITS = 200kPa AT 97% MOD AASHTO COMPACTION; MAXIMUM AGGREGATE 63mm; 5% MAXIMUMPI = 6 AFTER STABILIZATION; MAX. FINES LOST = 20%
4	150mm G7 SUBBASE	MINIMUM CBR = 15% @ 95% MOD AASHTO; MAXIMUM SIZE 2/3 OF LAYER THICKNESS; DENSITY AS PER PRESCRIBED LAYER USAGE; PI < 12 OR 3GM + 10; MAXIMUM SWELL 1,5% @ 100% MOD AASHTO
5	150mm G7 UPPER SELECTED SUBGRADE	MINIMUM CBR = 15% @ 95% MOD AASHTO; MAXIMUM SIZE 2/3 OF LAYER THICKNESS; DENSITY AS PER PRESCRIBED LAYER USAGE; PI < 12 OR 3GM + 10; MAXIMUM SWELL 1,5% @ 100% MOD AASHTO
6	150mm ROADBED	INSITU SUBGRADE COMPACTED TO 90% MOD AASHTO

<div>1 RE-ADVERT - TENDER DRAWINGS07/06/2021JM AL</div> <div>0 TENDER DRAWINGS25/08/2020OM AL</div> <div>REVDESCRIPTIONDATEREV BYCHKD</div>		<div>DESIGNEDOM</div> <div>DRAWNOM</div> <div>CHECKDAL</div>		<div>INITIALS</div> <div>SIGNED</div>	<div>APPROVED BY ENGINEER</div> <div>PROJ. PRINCIPAL (PRINT NAME)</div> <div>PROJ. PRINCIPAL (SIGNATURE)</div> <div>DATE (DDMMYYYY)</div>	<div>CONSULTANT</div> <div>PHATWE CONSULTING ENGINEERS CO</div> <div>18A VON WIELLIGH STREET RUSTENBURG 0259</div>	<div>PROJECT</div> <div>NORTHAM EXT 5 PHASE 2</div> <div>RE - ADVERT TENDER DRAWINGS</div>	<div>CLIENT</div> <div>THABAZIMBI LOCAL MUNICIPALITY</div> <div>THABAZIMBI Municipality</div>	<div>PROJECT TITLE</div> <div>NORTHAM EXTENSION 5 UPGRADING OF INTERNAL STREETS, PHASE 2</div> <div>DRAWING DESCRIPTION</div> <div>TYPICAL DRAWINGS</div>	<div>PHASE</div> <div>TP</div>	<div>TENDER PLANS (Full signature)</div> <div>CLIENT</div> <div>DATE</div> <div>ENGINEER</div> <div>DATE</div> <div>Pr. Reg No</div>	<div>SCALE</div> <div>AS SHOWN</div> <div>CONTRACT No.</div> <div>DRAWING No.</div> <div>NOR/TLM/TYPE-001</div>	<div>SHEET</div> <div>1 OF 1</div> <div>PROJECT No.</div> <div>REV</div>
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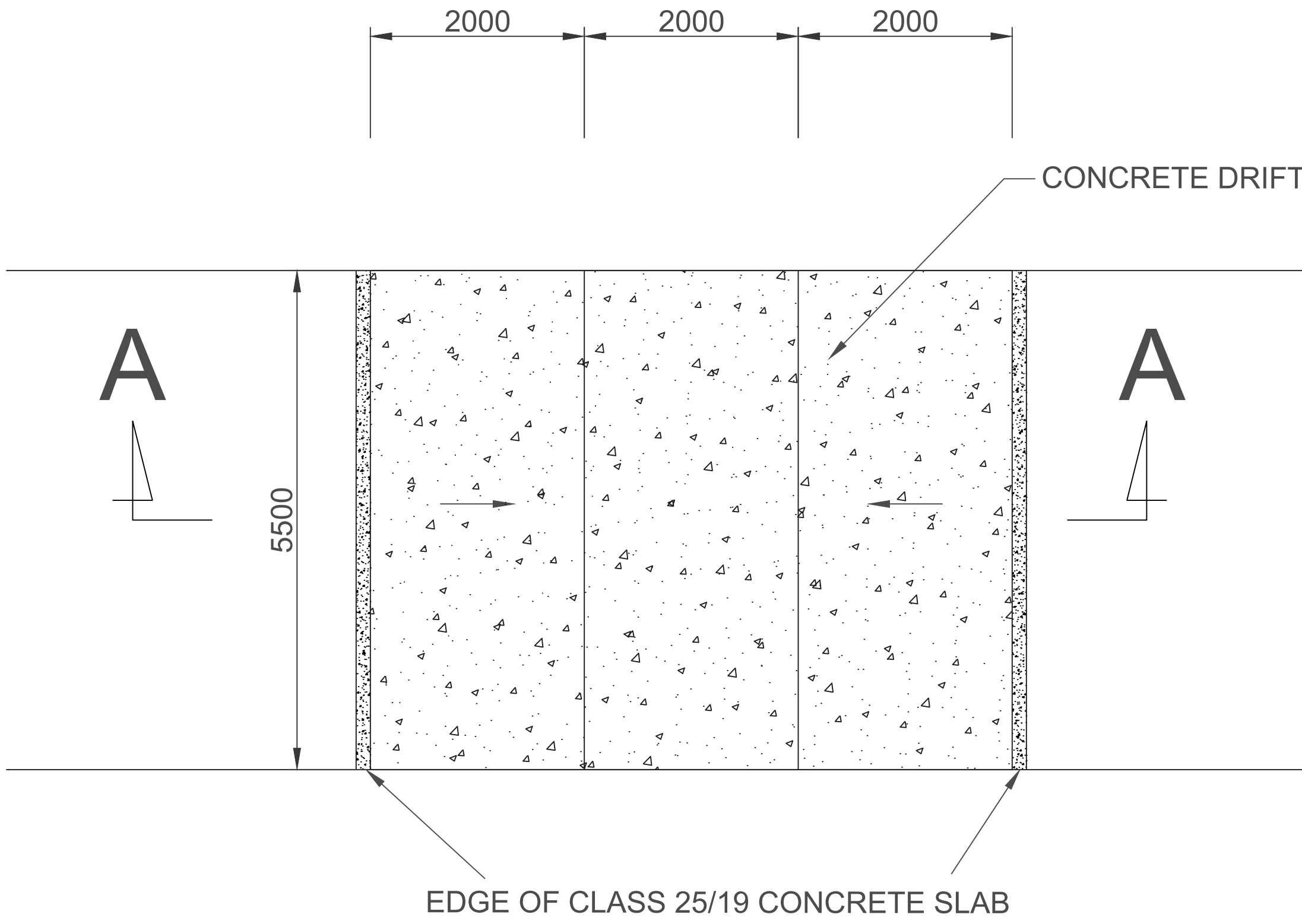
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DETAIL A



SECTION VIEW



PLAN

REV	DESCRIPTION	DATE	REV BY	CHKD
0	TENDER DRAWINGS	25/05/2020	OM	AL

ORG. No.	DRAWING TITLE
NORTLM/TYPE-003	TYPICAL STORMWATER DRIFT

DESIGNED	INITIALS	SIGNED
DRAWN	OM	
CHECKED	AL	

APPROVED BY ENGINEER:
PROJ. PRINCIPAL: (PRINT NAME)
PROJ. PRINCIPAL: (SIGNATURE)
DATE (DDMMYYYY):

CONSULTANT

18A VON WIELLIGH STREET
RUSTENBURG
0299

PROJECT

NORTHAM EXT 5 PHASE 2

RE - ADVERT
TENDER DRAWINGS

CLIENT

THABAZIMBI LOCAL MUNICIPALITY

PROJECT TITLE

NORTHAM EXTENSION 5
UPGRADING OF INTERNAL STREETS, PHASE 2

DRAWING DESCRIPTION

TYPICAL STORMWATER DRIFT

PHASE

TP

TENDER PLANS (Full signature)	
CLIENT	DATE
ENGINEER	DATE
Pr. Reg No	

SCALE	SHEET
N.T.S	1 OF 1
CONTRACT No.	PROJECT No.
DRAWING No.	REV
NOR/TLM/TYPE-003	0



TYPICAL WORD MARKING

NOTES :

THE ROAD SIGN FACES SHALL BE MANUFACTURED AND ERECTED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS :

1. DETAILS ON THIS DRAWING ARE APPLICABLE TO ROAD SIGNS SMALLER THAN 1,5m² REQUIRING SINGLE SUPPORTS.
2. STRUCTURAL STEEL SECTIONS SHALL BE MILD STEEL CONFORMING TO THE REQUIREMENTS, GRADE 300W. STEEL TUBING: 76mm dia x 2.0mm THICKNESS. AND SPECIAL CHANNEL PROFILES MAY BE COLD FORMED OF COMMERCIAL QUALITY MILD STEEL. ALL SECTIONS SHALL BE HOT-DIP GALVANISED IN ACCORDANCE WITH THE REQUIREMENTS.

[illegible]

THABAZIMBI LOCAL MUNICIPALITY

**RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL
STREETS, PHASE 2**

BID NO.: TECH 21/2020/21

PART C4 SITE INFORMATION

1 NATURE OF GROUND AND SUBSOIL CONDITIONS

For the purposes of the Contract it will be deemed that, prior to submitting his Tender, the Contractor acquainted himself fully with the information and data provided within the geotechnical information as stated in the drawings and tender document and/or available from the Engineer during the tendering period and, subject to the provisions of the Conditions of Contract, the Contractor shall have no claim against the Employer in respect of geotechnical or subsurface conditions encountered during the course of the Contract.

THABAZIMBI LOCAL MUNICIPALITY

**THE OCCUPATIONAL HEALTH AND SAFETY
SPECIFICATION**

FOR

**RE-ADVERT - NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL
STREETS, PHASE 2**

BID NO.: TECH 21/2020/21

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1. Introduction

In terms of the Occupational Health and safety Act (Act No.85 of 1993), Construction Regulation 5 (1) (b), the client which is the **THABAZIMBI LOCAL MUNICIPALITY**, is responsible to prepare a coherent health and safety specification for the intended construction project and provide the principal contractor appointed to perform construction work on the client's premises with a full version of this specification, including the client agent.

Duties of the client are described in the Act and Regulations provided. The Principal Contractor shall be responsible for the health and safety policy (section 7) for the site and ensuring adherence to OHS Act and regulations obligations.

This Health and Safety Specification stipulates the requirements pertaining to the associated works on construction site, to ensure that health and safety of persons as required by the Act are protected, including prevention to property damage and environmental care.

2. Application of the Health and Safety Specification

These Health and Safety Specification will ONLY be applicable to the duration of the project at _____. The principal contractor will carry out full responsibility of ensuring that Health and Safety of persons at work, and that of the community including property is not put to danger. The contractor shall adhere to the specification and put to action his own safety plan pertaining the construction site.

Any work performed outside the premises of work/project, and not duly so authorised by the client, or client's agent, if any incident or any unfortunate event takes place during the act, the client will not take responsibility of the outcomes or any form of liability.

3. Purpose of the Health and Safety Specification

It is the client's obligation to implement measures that will inform the Principal contractor of his own obligation on site. Those measure include preparing these specification and thereafter enforcing that the Principal Contractor adheres to the specification at all times during of the project, and that the his/her (Principal Contractor) safety plan is put to action.

The contractor must be made aware that any derogation from these specification or any action that is deemed to be unlawful or putting safety of persons at risk, or any irresponsible action that may affect property, the client and the client agent shall stop the site or any other activity that is isolated from the entire works. The principal Contractor is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements among other things.

- Requirements on compiling a coherent safety plan as per the Health and Safety Specification, and application thereof.
 - Provision of the Health and Safety Policy as per the OHS Act sec. 7, and implementation thereof.
 - All requirements stated on the document are legally binding and must be adhered to.
- Compliance to the Health and Safety specification and ensuring that safety of persons and

environmental impact must be taken into consideration at all times during the period of the contract.

- This Health and Safety Specification must be read with understanding and the contractor must be made aware that this is a legal document and carries weight and obligations much as any other agreement within the contract.
- Submission of the Health and Safety requirements that should be provided by the Principal Contractor
- Review of his/her own management and performance regarding the compliance to OHS issue.

4. Scope of the Occupation Health and Safety Specification

The Health and Safety Specification pertaining to the project **“NORTHAM EXTENSION 5 - UPGRADING OF INTERNAL STREETS, PHASE 2”**, is aimed at covering the generally accepted practices, legal as well as other requirements by the client regarding the project. The specification should be studied in connection with the OHS Act 85 of 1993 and any other applicable or related Regulations, most of all regulations the Construction Regulation 2014 including SANS and SABS standards. Stipulations in this Specification, as well as those contained in all other documentations pertaining to the project, including contract documentation and technical specifications shall not be overlooked, in anyway whatsoever, or nullify the stipulation of the Act and Safety Standards.

5. Objectives

- It is significant to note that the client is obligated by the Construction Regulation 5 to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and further obligated to monitor that these measures are structured are applied according to the requirements of these Health and Safety Specifications.
- The aim of the specification is to provide the contractor with any information which might affect health and safety of persons at work and the health and safety of persons in connection with the use of mobile plant and machinery; and to protect persons other than persons at work against hazards arising out of, or in connection with the work performed by the contractor on behalf of the client.
- Ensuring that the Principal Contractor is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and regulations made there-under, and in particular in terms of Section 8 of the Act.

6. Definitions

“Agent” means any person who acts as a representative for *the client*;

“Client” means any person for whom construction work is performed;

“Construction Work” is defined as any work in connection with –

- (a) the Construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the construction, erection, maintenance, demolition, or dismantling of a bridge. Dam, canal, road, railway, sewer or water reticulation system, or the moving of the earth, clearing of the

- land, the making of excavation, piling, or any similar engineering structure or type of work. fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“Contractor” means an employer who performs construction work;

“Competent person” means a person –has in respect of work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications framework Act 2000(Act no 67 of 2000), those qualifications and that training shall be regarded as the applicable regulations made under the Act,

“Excavation Work” means the making of any man-made cavity, trench, pit, or depression formed by cutting, digging or scooping

“Health and Safety File” means a file, or other record in permanent form, containing the information required a by the regulations;

“Health and Safety Plan” means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“Health and Safety Specification” means a site, activity or project specific document prepared by EOHSE pertaining to all Health and Safety requirements pertaining to Construction work.

“Scaffold” means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or material or both.

“Principal Contractor” means an employer, as defined in section 1 of the Act who performs construction work and is appointed by Thabazimbi Local Municipality to be in overall control and management of a part of or the whole of a construction site;

“Risk Assessment” means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

“Fall arrest equipment” means equipment used to arrest a person from fall, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment

“Fall risk” means a potential exposure to falling either from, off or into.

“Temporary works means a working system” means a false work, form work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

7. RESPONSIBILITIES

7.1 Client

- 7.1.1. The client or his appointed Agent on his behalf will appoint each Principal Contractor for each project in writing. The Principal Contractor's role shall be as intended by the Construction Regulation and determined by the Bill of Quantities.
- 7.1.2. Prepare a Baseline Risk Assessment for the intended construction work project
- 7.1.3. The client or his appointed Agent on his behalf will make take reasonable steps to ensure that the health and safety plan of the Principal Contractor is implemented and maintained. Steps taken will include periodic audits at intervals of at least twice a month.
- 7.1.4. The client or his Agent on his behalf will prevent the Principal Contractor or Sub-Contractor from commencing or continuing with construction work should the Principal or Sub- Contractor at any stage in the execution of works be found to:
- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
 - have failed to implement or maintain their health and safety plan;
 - have executed construction work which is not in accordance with their health and safety plan; or
 - act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 Principal Contractor

- 7.2.1. Must provide and demonstrate to the client a suitable, sufficient documentation and coherent site specific health and safety plan, based on the client's documented health and safety specification contemplated in construction regulation 5 (1) (b), which plan must be applied from the date of commencement of and the duration of the construction work and which must be reviewed and updated by the Principal Contractor as work progresses.
- 7.2.2. The Principal Contractor shall ensure that he/she is fully aware of the requirements of this Specification and all relevant health and safety legislation. This Specification is not the replacement of the Act and Regulation or any part thereof. The Principal Contractor will in no way or means be absolved from his/her obligations to comply with all applicable Sections of the Act.
- 7.2.3. Provide proof of his registration to Good Standing with the Compensation Fund or a licensed compensation insurer prior to commencement with the works.
- 7.2.4. Ensure that a health and safety file, which shall include all documentations required in terms of the provision of this Specification, the Act and the Construction Regulation, is kept and opened on site and made available to the client or Inspector upon request. ***Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the client.***
- 7.2.5. Throughout the execution of the project, the Principal Contractor shall ensure that all conditions imposed on his Sub-contractor in terms of the Act and the Construction Regulation are complied with as if they were the Principal Contractor.
- 7.2.6. From time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and /or his/her Agent for approval.

7.2.7. The principal Contractor shall ensure that all his/her employees have a medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3

7.2.8. *Not allow or permit any person to enter site, unless that employee or person has undergone health and safety induction pertaining to the hazards prevalent on the site at the time of entry.* The client's Agent shall be responsible for induction of all employees prior to start working on site. The Principal Contractor shall be responsible for making arrangements for induction to take place, with the client's Agent.

Internal induction will follow the external induction, prior to start working as well.

7.2.9. Appoint and provide a full-time Health and Safety Officer on site and a SHE Rep (nominated or appointed in writing) to assist the safety officer.

7.2.10. Provide a full time site manager and a full time site supervisor/foreman.

8. SCOPE OF WORK

These Health and Safety Specification is applicable to the project as stated in the tender document. Amongst the activities to be performed on site include:

- *Accommodation of traffic*
- *Protection of existing services*
- *Relocation of existing services*
- *Box cut (excavation)*
- *Roadbed preparation*
- *Importing of new materials including dump rock*
- *Construct pavement layers for new road sections*
- *Surfacing of the entire road using pavement bricks*
- *Provision of concrete edge beams and kerbs to protect the surfacing*
- *Provision of road markings and signages*

9. WRITTEN AGREEMENTS

THE CONTRACTOR must acknowledge that all the responsibilities for Health and Safety matters relating to its operations shall rest with him/her as the contractor in terms of Section 37 of the Act, undertakes to comply with the terms and provisions of the Act.

10. NOTIFICATION OF CONSTRUCTION WORK

Construction Regulation requires THE CONTRACTOR to notify the provincial director in writing within seven days before his/her intention to do construction work. Therefore shall be expected to send the Notification to the local Department of Labour. The record/proof of a signed and stamped Notification shall be kept in the safety file.

11. HEALTH AND SAFETY FILE

The Principal Contractor must in terms of the Construction Regulation 7 (1) (b) keep a Health and Safety File on site at all times that must include all documentations required in terms of the Act and Regulations.

12. APPOINTMENTS AND COMPETENCY

- The principal Contractor shall ensure that all appointed persons are aware of their accountabilities and responsibilities in terms of their appointments, and to advise and assist these appointees in the execution of their duties.
- Appointment letters and competency certificates which are signed by the Chief Executive Officer (OHS Act Section 16.1), or the authorized manager to do so on behalf of the CEO, with relevant

required qualifications or training certificates of competency shall be submitted with the Health and Safety Plan.

- **NOTE: In case there are appointments that are not applicable, then a brief explanation as to why they are not applicable should be made, but should the appointment be applicable during the duration of the project, then these appointments are to be made available.**

NO	OHS ACT AND REGULATIONS	APPOINTMENTS	COMPETENCIES
3	Section 17	OHS REPRESENTATIVE	<ul style="list-style-type: none"> • General Health and Safety Training • Health and Safety Representative Training • Hazard Identification and Risk Assessment Training • Incident Investigation Training
4	Section 19	Health and Safety Committee Member(s) and Co-opted Members	In service training
5	Section 19	Chairperson of Health and Safety Committee	General knowledge and experience of construction work. Certificate/ SAMTRAC or recognized OHS qualification
6	GSR 3	First Aiders	Possession of a valid level1 or 2 first aid certificates issued by any one of the following: The SA Red Cross Society; the St John's Ambulance; the SA First Aid League; or a person or organization approved by the Chief Inspector for this purpose.
9	GAR 9 (2)	Incident/Accident Investigator	Certificate
13	EMR 9	Portable Electrical Equipment Inspector	Certificate
15	HCS 3 (3)	Hazardous Chemical Substances Co-coordinator	HCS Training
16	CONSTRUCTION REGULATIONS		
17	CR 8 (1)	Construction Manager	Mini qualification: NQF level 5, which is equivalent to Civil Engineering National Higher Certificate
18	CR 8 (7)	Construction Supervisor	Experience and knowledge about civil construction , especially roads and its steps of construction and requirements for execution
19	CR8 (5)	Construction Safety Officer	<ul style="list-style-type: none"> • National Diploma in Safety Management or Environmental Health • A recognized safety certification (minimum: of 2 weeks training) (e.g. SAMTRAC / Modern HEALTH AND SAFETY Management course) OHS Act and Regulations (latest version of the Act and regulations) COID Act (latest version of the Act) • Incident Investigation • Hazard Identification and Risk Assessment Training • Emergency Preparedness co-ordination training

20	CR 9 (1)	Person to carry out risk assessment	<ul style="list-style-type: none"> Competency based on exposure and experience level but preferably with the following :HIRA, a recognized safety certification (minimum: of 2 weeks training) (e.g. SAMTRAC / Modern HEALTH AND SAFETY Management course) and OHS Act and Regulations (latest version of the Act and regulations)
	CR 10(1)	Fall protection planner	Risk Assessments Fall protection training
	CR 13 (1K)	Excavation supervisor	Training
	CR 21 (1)	Power tool trained person	Training
	CR 23 (1-2)	Construction vehicle and mobile plant operator	Operator certificate
		Construction vehicle and mobile plant inspector	Certificate and driver's license
	CR 25	Store man	Training
	CR 28 (a)	Stacking and storage supervisor	Training
	CR 29 (h)	Fire equipment inspector	training
	CR 27	Delegate staff for Housekeeping	Training

13. REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
Construction Regulation 2014, Reg. 4	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Act Section 80	Registration with Compensation Insurer	Written proof of registration/Letter of good standing available on Site
Construction Regulation 2014, Reg. 5(1)(a)	Baseline Risk Assessment	A client must prepare a baseline risk assessment for an intended construction work project
Construction Regulation 2014, Reg. 5(1)(b)	H&S Specification	A client must prepare a suitable, sufficiently documented and coherent site specific health and safety specification for the intended construction work based on the baseline risk assessment,
Section 8(2)(d) Construction Regulation 2014, Reg. 9	Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained
Section 16(2)	Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction	Designation of	Competent person appointed in writing as

Regulation 2014, Reg. 8(1)	Person Responsible on Site	Construction Manager with job description
Construction Regulation 2014, Reg. 8(7)	Designation of construction supervisor	Competent person appointed in writing as Construction Supervisor with job description
Construction Regulation 2014, Reg. 8(8)	Designation of assistants to the above designation	Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7	Designation of Health & Safety Representatives	More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports. Reports actioned by Management.
Section 19 & 20 General Administrative Regulations 5	Health & Safety Committee/s	H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Actioned by Management.
Section 37(1) & (2)	Mandatory Agreements	Written agreement with (Sub-)Contractors List of (Sub-) Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 4	Reporting of Incidents (Dept. of Labour)	Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept

OHS Act Section/ Regulation	Subject	Requirements
General Administrative Regulation, Reg. 9	Investigation and Recording of Incidents	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.
Construction Regulation 2014, Reg. 10	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated & Available on Site
Construction Regulation 2014, Reg. 11	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept
Construction Regulation 2014, Reg. 12	Temporary works	Temporary works designer to be appointed in writing, to design, inspect and approve the erected temporary works
Construction Regulation 2014, Reg. 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used

OHS Act Section/ Regulation	Subject	Requirements
Construction Regulation 28 General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site
Construction. Regulation 29/ Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: <ul style="list-style-type: none"> - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register . Inspected weekly. Inspection Register kept Serviced annually
General Safety Regulation 3	First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/es clearly indicated and accessible Signs instructing employees to report all Injuries/illness including first aid injuries
Hazardous Chemical K2Substances (HCS) Regulations Construction Regulation 25	*Control of Storage & Usage of HCS and Flammables	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS (including Flammables) Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site Separate, purpose made storage available for full and empty containers
Construction Regulation 23	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: <ul style="list-style-type: none"> • Be medically fit as declared by an Occupational Medicine Practitioner • Be certified competent and in possession of their competency certificate • Be appointed in writing • Carry out a daily inspection prior to use and record of Daily inspections kept
General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept. Daily inspected and noted in register

Education & Training

Subject	Requirement
*Company OH&S Policy Section 7(1)	Policy signed by CEO and published/Circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed.
*Company/Site OH&S Rules (Section 13(a))	Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained: written proof Follow-up to ensure employees understand/adhere to the policy and rules.
*Induction & Task Safety Training (Section 13(a))	All new employees receive OH&S Induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions.
*General OH&S Training (Section 13(a))	All current employees receive specified OH&S training: written proof Operators of Plant & Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions.

14. TRAINING

- a. **General Duties of the Contractor (employer):** Shall provide and maintain as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees (Section 8 (1), Without derogating from the generality of an employer's duties under subsection (1), the matters to which duties refer to in particular-providing such information, instructions, training and supervision as may be necessary to ensure, as far as is reasonably practicable, the health and safety at work of his employees (Section 8 (2) (e))
- b. Induction and site orientation: provide awareness and site familiarisation. Safety induction must take place conducted by the safety agent, and the internal one by the contractor prior to start working on site.
- c. Other training: Drivers of mobile plant shall be in possession of their training certificates prior to be allowed to operate on site. Construction vehicle drivers shall be in possession of either training or valid driver's licence.
- d. Visitors Induction: All visitors entering site shall undergo a brief site induction before entering site. All visitor to report to site office before entering site on each visit, and fill in the visitor's register
- e. Job specific Induction: Induction shall take place for every job performed on site (per task)

15. FACILITY ON SITE

- THE CONTRACTOR shall provide sufficient number of clean and lockable toilets, hand wash soap and contaminant cloth/toilet paper for each toilet.
- Storage area and offices shall be kept clean and tidy at all times.
- Security shall be provided with a guard house at site camp (trained with valid certifications)
- Every facility must be in a good state of repair for use.
- Layout plan for the site camp and facility must be provided and displayed.
- Each facility must be provide with a relevant symbolic signage i.e. Office, Storage Area, Toilet, Security Guard House, Parking Area/Eating Area etc.

16. MANAGEMENT OF HAZARDS AND RISKS BY PRINCIPAL CONTRACTOR

16.1 Types of risk assessment

- 16.1.1 **Baseline Risk Assessment:** Shall be conducted to profile the project risks. Client shall prepare a baseline risk assessment for an intended construction work project (CR 5) (1) (a).
 - Should cover the entire project's hazards and risks and control measures for each job.

- Shall be updated regularly to changing scope. Issue –Based shall be conducted if there is a change within the work and the current baseline risk assessment.

16.1.2 Continuous Risk Assessment

- The aim is to eliminate all unsafe acts and conditions on the construction site through the assessment of risk on each operation executed by the principal contractor and the provision of the necessary means to eliminate or minimise risks to ensure a safe and healthy working environment. These process requires input from managers, safety officers, SHE Reps, supervisors, safety agents, safety specialists, artisans and all employees involved within the executions of work.
- Procedure in executing the continuous Risk Assessment: Each activity/task must be listed, followed by its hazards, by its risks and then control measures. All this must be recorded and discussed on daily basis with all employees involved prior to start working on site.
- This assessment must be done by someone who has the knowledge and experience of bringing everything together and identify all potential hazards and risks, and put adequate control within each of the risks.

16.1.3 16.1.3 Issue-Based Risk Assessment

- This assessment is done in case there is any major change within the scope of work, and the change is not covered within the baseline risk assessment, or additional work not covered within the actual scope.

17. SAFE WORK PROCEDURE

- Activities performed on site requires extensive precautions to prevent or minimise injuries and environmental pollution. In this case activities will require a method in which they will be executed free of injuries and negative affection/impact to the environment.
- The Principal Contractor is responsible for ensuring that safety at work is adhered to at all time, to prevent unfortunate events from taking place.
- Every task or activity performed on site must be accompanied by its own safe work procedure in order to execute the task or activity safety without contracting any injuries, and those safe work procedure must be discussed and training be offered to employees performing any task on site, based on the relevant safe work procedure.

Safe Work Procedures shall be applicable during;

- Change on a task or scope
- New task brought forward
- Introducing new equipment or substances
- Review of the Safe Work Procedure in case of experiencing challenges e.g. near miss or incident, incident/accident investigation

Safe Work Procedure should identify:

- Supervision of the work and employees to perform the work
- Risks within the said work
- Equipment or substances used on the task
- Control measure for any identified risk
- Training and qualification of the team to perform the wok
- Personal Protective Equipment to be used
- Actions to be taken to address safety issues that may arise while performing the work

18. CONSTRUCTION TRAFFIC ACCOMODATION

18.1 Signages and Flag person/s

-
- It is the duty of the Principal Contractor to ensure proper traffic accommodation within the duration of the construction site. Signages at all points and entrances need to be provided.
- Cross roads and any junction that is used by the contractor, or contractor's mobile plant for accessing the site need to be marked visibly with relevant construction signages.
- Flag persons to be allocated where there is a possibility of plant sharing the road with the locals or any other vehicle in that matter. Training for these flag persons is required as to how to monitor and control traffic.
- Plan needs to be in place as to how the Traffic Accommodation is going to be executed for the safety of all road users.
- Detour signages shall be mounted in such a way that no person, or motorist will get lost, must re-direct all road users to the correct and safe point of their destination without any challenge
- In any case when the road is closed relevant and visible signages shall be used to indicate road closure

18.2 Ramps and Local road usage

- In case of any road that is putting the lives of the local people at an uneasy emotion due to not being able to access their own yards, the Principal Contractor shall ensure that access is created to all the affected households.
- Every road that is to be used by the contractor needs to be identified and the contractor shall maintain that road used by him to access site and other areas during the construction period.
- The principal Contractor shall ensure that there is control to dust created by his/her mobile plant moving around the site and the village/s. Water Tanker/Cart shall be provided to minimise/control the dust on site.
- **ONLY WATER TANKERS/CARTS WHICH OPERATE AUTOMATICALLY WILL BE ALLOWED ON SITE, NO PERSON SHALL BE ALLOWED OR BE SEEN HANGING OR CLIMBING AT THE BACK OR ON THE SIDE OF THE WATER TANKER/CART OPERATING THE GENERATOR.**

19. ACCESS CONTROLL ON CONSTRUCTION SITE

19.1 Project Site Access

- All visitors must report to security
- Undergo a brief site safety induction and the Principal Contractor must ensure that all visitors comply with the arrangements.

19.2 19.2 Security

- The Principal Contractor shall adhere to all security requirements outlined to him/her by the client. 24 hour/s security is required on site. The security personnel must be registered with PSIRA (Private Security Industry Regulatory Authority), with proper security training, and relevant qualification/s to execute the job properly with dignity and understanding of his obligations, or a security company that is also registered and complying with the legalities of private owned security companies.
- The person (security) shall see to it that the site and all other equipment and property are secured during his/her presence on site.
- He/she shall monitor and control access to site in a form of access control register and enforce compliance by visitors.
- The security shall act as a personnel highlighting/orientating visitors about the site as he/she will be the first personnel engaging with visitors.

- The Principal Contractor may not permit any person to enter site without following proper channels and security aware of the visitor.
- The Principal Contractor shall ensure that all his/her employees on site comply with the security requirements.

20. OCCUPATIONAL HEALTH AND HYGIEN

20.1 Emergency Care

- Emergency contact numbers are required to be displayed and be visible to all employees on site.
- The Principal Contractor shall provide a trained first aider with relevant training certificate.
- A first box with all required minimum contents is required on site and shall be refilled in any case some of the contents have been used. Signages shall be provided to indicate the location of the first aid box.
- More first aid boxes shall be provided in any case employees are working on different areas.
- The principal Contractor shall be responsible for any injured employees to transport him/her to the place where medical care is found (clinic, hospital).

20.2 Medical Surveillance

- The principal Contractor shall ensure that all his/her employees go for medical surveillance. It is a legal requirement under Construction Regulation 7(8)
- Only employees who are certified FIT by the OMP shall be allowed to enter and perform duties on site
- Any work that shall be performed on site by sub-contractors and the work is scheduled to last more than seven (7) days, the Principal Contractor must ensure that all sub-contractor employees undergo the same medical surveillance and must be declared FIT TO WORK.
- The principal Contractor must only accept medical certificates that are conducted by the Occupational Medical Health Practitioner.

21. ENVIRONMENTAL MANAGEMENT

21.1 Housekeeping on construction site

- Every site shall be provided with a minimum number of waste bins; Solid waste and contaminated soil waste bins. Every waste bin must be marked for the waste it is carrying/or used for during the time of the project.
- The Principal Contactor shall train all his/her employees on environmental management and provide record of training (attendance register).
- Waste shall be removed form site at appropriate intervals and taken to licensed waste landfills.
- Any waste within the premises of the Principal Contractor shall be seen as his/her waste and he/she shall make means to remove the waste immediately.

21.2 Waste on site

- Waste on site shall be treated accordingly to ensure that the site remains clean and free of any negative impact to the environment.
- Containment and removal at intervals is required
- Training of employees to manage waste is required.

21.3 Dust and Noise

- The principal Contractor shall monitor dust and noise pollution caused by his actions on site, movement of mobile plant, generators and other equipment during construction site.
- Dust suppression measures shall be in place to reduce dust caused by movement of mobile plant/heavy vehicles.

- To ensure that noise on site does not contribute to disturbance during the project and execution of works, all construction works shall occur between the specific working hours, stipulated in the contract.

21.4 Fire Hazards

- The principal Contractor must make sure that not less than one person is trained on fire prevention and usage of the readily available fire extinguishers on site.
- No open fires are allowed on site
- No area is to be denuded of vegetation to prevent or create fire.

21.5 Spillages of Hazardous Chemical Substances

- A register of all hazardous Chemical Substances and MSDS must be kept on site.

21.6 Environmental Incidents

- All environmental incidents such as pollution (air, water, land, noise etc.), animal killed, plant destroyed and public complains shall be reported to the Project Manager within 24 hours.
- Records shall be provided by the Principal Contractor for all environmental incidents.

22. EMERGENCY PREPAREDNESS AND RESPONSE

- Every Contractor shall have and create awareness to himself and employees within the project through site specific emergency response plan.
- Periodic emergency drills are required to be executed as part of reminding or refreshing employees about the procedures involved. This drills will require a record.
- Emergency assembly point shall be provided by the employer and be mounted on a hazard and risky free area, and it should be visible to everyone on site.

23. INCIDENT MANAGEMENT (PRINCIPAL & SUB CONTRACTOR)

23.1 Investigating team

- The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)
- The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)
- The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

24. HEALTH AND SAFETY INSPECTIONS &AUDITS

24.1 Inspection and Audit

- The client/client's Agent shall conduct periodic inspection and audit. These inspections and audits visitations shall be unannounced.
- The Principal Contractor is expected to immediately act on the findings based on his/her performance and compliance to OHS Act and regulations. Failure to comply with recommendation the site shall be stopped immediately and the contractor will be expected to correct all findings and non-conformance within his own time, but report back to the client's agent for verification, before he/she could be allowed back to site and the stoppage be lifted.

24.2 Internal audits

- The Principal Contractor shall be required to conduct internal audits and provide record thereof, as part of the safety plan implementation. A summary of the findings and proposed corrective actions shall be implemented as well and records kept in the safety file. Failure to produce internal audits to the client's Agent simply means they are not done, and these may pose threat to the safety of the general public and employees, and this shall contribute to stoppage of the site until such time the contractor compliance with recommendation and contents of these Specification.

25. REPORTING OF STATISTICS

The aim of this section is to outline that, all incidents (environmental, safety and health incidents) shall be reported and record kept in the safety file.

- Incidents: Loss time, medical, first aid, near misses report
- Manpower numbers per principal contractor and sub-contractor
- Actual man hour worked
- Status of incidents investigated and recommendation closed out
- Number and status of audits conducted and findings closed out.

26. EXCAVATIONS, OPENINGS AND EDGES ON SITE

- The principal Contractor and his/her sub shall cause that all excavation become safe guarded until such time that backfilling takes place.
- Must ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and evaluate, as far as is reasonably practicable, the suitability of the ground before excavation work begins (CR 13 (1) (a).
- Must cause every excavation which is accessible to the public or which is adjacent to the public roads or thoroughfares, or whereby the safety of persons may be endangered, to be- (i) adequately protected by a barrier or fence of at least one metre in height and as far as close to the excavation as is practicable, and (ii) provide with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor (CR 13(2) (i)
- The principal Contractor shall ensure that all excavations are inspected daily and record is available on request.
- Dust caused by excavations shall be controlled and minimised at all times during excavation work

27. CONTRACTOR'S SAFETY PLAN SHOULD INCLUDE THE FOLLOWING

The information within these documents shall be used by the contractor as a guideline to develop a suitable and sufficient health and safety plan.

- The plan should identify all construction activities to be performed on site by (Contractor) and within the identified activities, anticipate internal and external hazards, required precautions and control measures that shall be necessary to ensure that the work to be done is executed safely and without risk to health of adjacent operations.
- Upon discussion with the Principal Contractor, a final accepted health and safety plan would be signed and approved. The Principal Contractor is expected to do the same when procuring other contractors. The Principal Contractor will not be allowed to commence with works on site until the health and safety plan has been approved.
- The plan shall demonstrate management's commitment to health and safety and shall, as a minimum include the following:
 - ✓ Principal Contractor Health and Safety Policy
 - ✓ Indication of competent persons on site (cv's to be included)
 - ✓ Occupational Health and Safety communications and meeting, including daily safe task instructions and project safety meetings
 - ✓ Audits to ensure compliance with the safety plans
 - ✓ Control of dangerous and hazardous substances
 - ✓ Medical and first aid arrangements
 - ✓ Evacuation and emergency planning
 - ✓ Substance abuse program/awareness
 - ✓ Personal Protective Equipment arrangements
 - ✓ Registers for First Aid Box, Fire Extinguishers, Mobile Plant, Induction, Toolbox Talk, Induction, Site Access, Incident Recording
 - ✓ Letter of Good Standing with a compensation commissioner
- The safety plan shall be reviewed to ensure that it fully addresses the issues and complies with the requirements of the Health and Safety Specifications and the contract

28. PROVISION FOR SAFETY AND SITE ESTABLISHMENT

Site camp	<ul style="list-style-type: none"> • Ensure the camp is fenced off • PPE mandatory is provided entrance • Barricade netting put around the fence for proper identification and visibility • Security guard to be provided 24 hours (with relevant valid training certificates) • Guard house for security to be provided • All facilities to be properly marked with relevant symbolic signages • Valid and adequate number of fire extinguishers must be provide (9KG) • Shelter for employees lunch break usage • Clean drinking water shall be provided by the contractor • Toilets for both male and female, with relevant symbolic signages, toilet paper and soap to wash hands after usage of the toilet
Personal Protective Equipment	<ul style="list-style-type: none"> • Safety Clothing that is of good quality shall be provided to employees • PPE is free of charge • Any damage PPE shall be returned to the employer for replacement • Principal Contractor shall enforce usage of the provided PPE and guide in proper usage

	<ul style="list-style-type: none"> • All employees on site shall wear and make use of the same colour overalls • No employee must exchange PPE
Excavations	<ul style="list-style-type: none"> • Barricade all unsafe open areas • Ensure that dust and noise on site are controlled • Access control and traffic accommodation to yards where box cut is running right in-front of the gate • Operator of excavator must be medically fit (OMP) • Operators must be in possession of the training certificate • Inspection checklist must be done on daily basis before the pant leaves its place of parking

29. PUBLIC SAFETY

Notices and boards	<ul style="list-style-type: none"> • Principal Contractor must provide signages and boards : NO ENTRY, CONSTRUCTION SITE, NO UNAUTHORISED PERSON, • Sufficient number of signages shall be provided • Provision for a flag person/s
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30. STORAGE AREA

Hazardous Chemical Substances	<ul style="list-style-type: none"> • A separate storage are with relevant and required symbolic signages is required for this HCS • The storage area for HCS must be lockable and ventilated • Proper PPE for usage of HCS on site is required
Tools and Equipment	<ul style="list-style-type: none"> • Tools and equipment shall have a separate storage area from HCS. • Proper and neat storing and stacking of material inside storage will be monitored for compliance • A store man/lady will be required to control accessibility of storage area without monitoring (must be familiar with tools and equipment)

31. HORSE PLAY AND TEMPERING WITH TOOLS & MACHINERY

31.1 Horse Play

- Employees shall be made aware that horse play is not allowed on site.
- Horse play can lead to unwanted events such as injuries or fatality, damage to property on the work place, or the surrounding households

31.2 Tempering with machinery

- Any person who is not assigned, or authorised, or have training for any of the tools or equipment on this site, shall not be seen operating, or trying to make use of any of the machineries.
- Any person must be taken for training to operate a particular machinery on site
- Any person who is not certified mechanic, electrician or any kind of an artisan, may not perform any duty that he/she is not trained to do.
- Any tool or equipment that is not in good shape, and not in a safety condition must be reported and removed from site immediately **(Sub-standard tools and equipment won't be allowed**

on site, whether from the Principal or the Sub-Contractor. All unsafe tools and equipment will be confiscated and removed from site), handed over to the engineer/client.

32. MONITORING OF SAFETY PERFORMANCE

- The Principal Contractor is required to monitor his/her performance in terms of OHS and compliance.
- Review reports and other plans
- The contractor to ensure that his level of compliance stays above the compliance percentage of 80 %, which will indicate low chances of incidents that might occur on site.
- Constant awareness regarding OHS to all employees is required at all times and ensure record keeping.

Acknowledgement:

Signed by both respective parties:

Representative/Manager

Representative/Contractor Signature:

Date signed:

Client's OHS Consulting

Signature;

Date signed:

Client

Client's Manager Name:

Signature:

Date signed: