

BA-PHALABORWA LOCAL MUNICIPALITY



YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (BA-PHALABORWA LOCAL MUNICIPALITY)

TENDER NO: 07/24/25

DESCRIPTION: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

BA-PHALABORWA LOCAL MUNICIPALITY Supply Chain Management Division Contact : Mr Selepe Tel No : 015 780 6418	BA-PHALABORWA LOCAL MUNICIPALITY Infrastructure Services Contact : Mawela K Tel No : 015 780 6300
Advert Date: 22 October 2024 Closing Time: 09H00	Closing Date: 18 November 2024 Bid Box No: Marked
Briefing Session Date: 11 NOVEMBER 2024	
CIDB GRADING: 7CE OR HIGHER	
Name of Bidder:	
Bid Amount (VAT Excluded): R.....	

The bid box is generally open 24 hours a day, 7 days a week, at **Main Office, CNR Nelson Mandela and Selate Street, Ba-Phalaborwa Local Municipality**

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

PART A (MBD1) INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (BA-PHALABORWA LOCAL MUNICIPALITY)					
BID NUMBER:	07/24/25	CLOSING DATE	18 November 2024	CLOSING TIME:	09H00
DESCRIPTION	UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

SUPPLIER / BIDDING INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		And	CSD No:	
<p>Tenderers must submit the following proof to claim preference points:</p> <ul style="list-style-type: none"> • Certified ID copy • Youth <p>• Certified ID copy will be used to verify the gender and age of the directors as a proof of claim for preferential procurements points / specific goals</p> <p>A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF THE ABOVE-MENTIONED COMPULSORY DOCUMENTS NOT SUBMITTED ON THE CLOSING TIME AND DATE.</p>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ ENTITY	BA-PHALABORWA LOCAL MUNICIPALITY		Infrastructure Services		
CONTACT PERSON			CONTACT PERSON	Mawela K	
TELEPHONE NUMBER			TELEPHONE NUMBER	015 780 6300	
E-MAIL ADDRESS			E-MAIL ADDRESS	mawelak@ba-phalaborwa.gov.za	

- **Very important notice** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading.
- **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes CV's if not specifically requested**

2. EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Ba-Phalaborwa Local Municipality Supply Chain Management Policy, the preferential procurement regulation 2022, and other applicable legislations.
- b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE

The Municipal Manager may cancel a contract awarded to a person if:

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

BA-PHALABORWA MUNICIPALITY**UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE
INTERLOCKING BRICKS****Contents**

<u>Description</u>	<u>Colour</u>
The Tender	
Part T1: Tendering procedures	
T1.1 Tender Notice and Invitation to Tender	White
T1.2 Tender Data	Pink
Part T2: Returnable documents	
T2.1 List of Returnable Documents	Yellow
T2.2 Returnable Schedules	Yellow
The Contract	
Part C1: Agreement and Contract Data	
C1.1 Form of Offer and Acceptance	Yellow
C1.2 Contract Data	Yellow
C1.3 Demand Guarantee	White
C1.4 Forms for Adjudicators Appointment	White
C1.5 Occupational Health and Safety Agreement	White
Part C2: Pricing data	
C2.1 Pricing Instructions	Yellow
C2.2 Bill of Quantities	Yellow
Part C3: Scope of Work	
C3 Scope of Work	Blue
Part C4: Site information	
C4 Site Information	Green

BA-PHALABORWA LOCAL MUNICIPALITY

TENDER NO. 07/24/25

**UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED
CONCRETE INTERLOCKING BRICKS**

Contents

The Tender

Part T1: Tendering procedures

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data
- T1.3 Standard Conditions of Tender

Part T2: Returnable documents

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules

The Contract

Part C1: Agreement and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Agreement with Adjudicator
- C1.5 Agreement in Terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993

Part C2: Pricing data

- C2.1 Pricing Instructions
- C2.2 Bills of Quantities

Part C3: Scope of Work

- C3.1 Standard Specifications
- C3.2 Project Specifications
- C3.3 Particular Specifications

Part C4: Site information

- C4.1 Site Information
- C4.2 Locality Plan
- C4.3 Tender Drawings

T1.1: BID NOTICE AND INVITATION TO BID



UPGRADING OF AUBREY CARWASH FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

BID NUMBER: Tender No: 07/24/25

THE BA-PHALABORWA LOCAL MUNICIPALITY WILL CONSIDER NO BID UNLESS IT MEETS THE FOLLOWING RESPONSIVENESS CRITERIA:

BID AND SUBMISSION INFORMATION.

- 1. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**
- 2. All DECLARATIONS (MBD 1, MBD 3.1 MBD 4, MBD 5 (IF APPLICABLE), MBD 6.1, MBD 7.2 MBD 8 and MBD 9) must be completed and signed in full.**
3. The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
4. The bid must be **deposited in the relevant bid box** as indicated on the notice of the bid on or before the closing date and time of the bid. Bidders must ensure that Bid Documents are delivered timeously to the correct address. **If the bid is late, it will not be accepted for consideration.**
- 5. All pages of the bid document must be initialized or signed.**
6. Very important notice Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading.
- 7. The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes CV's if not specifically requested**

Service Provider Prerequisites / Requirements

- CIDB grading certificate.
- Letter of Good Standing with COIDA
- Terms of reference fully completed and each page to be initialed.
- Proof of work experience (attach **BOTH** appointment letters and completion certificates for each project)
- Key personnel experience (attach CV, Certified qualifications and ID Copies).
- All bidders must attend the compulsory briefing session
- Bidders must attach signed declaration forms attached to the bid document
- Company registration certificate
- Letter from SARS with a tax valid pin

- Power of attorney/ letter of authority for signatory if applicable
- Signed Joint venture agreements where applicable
- Certified ID copies of the directors/ members/ proprietors not older than six months
- Statement of Municipality Accounts as proof of residential address not in arrears for more than 90 days, if leasing, provide the lease agreement and copy of the owner's statement of municipality account not in arrears for more than 90 days or the proof of residential address by a traditional authority in case of a non-ratable area for the **business and all company directors** (Not older than three months)
- Latest registration report of Central Supplier Database (CSD) with valid reference number.
- Signed Consent letter of all key personnel

T1.1: BID NOTICE AND INVITATION TO BID

**BA-PHALABORWA LOCAL MUNICIPALITY
TENDER ADVERT**

Ba-Phalaborwa Municipality hereby invites suitable professional services providers to render services for the below listed project in the Ba-Phalaborwa Municipality of the Mopani District in Limpopo Province.

Tender documents are obtainable from Ba-Phalaborwa Municipality (Civic Centre) during the following times: 07:00 to 12:00 and from 13:00 to 15:30 (Monday to Friday).

Below are the significant details per project: -

TENDER NUMBER	CIDB GRADING	DESCRIPTION	COMPULSORY BRIEFING SESSION			FUNCTIONALITY	EVALUATION CRITERIA	CLOSING DATE AND TIME	Minimum Score for functionality	CONTACT PERSON
			DATE	VENUE	COST					
07/24/25	7 CE	Appointment of a contractor for the upgrading of Aubrey carwash to Kanana from gravel to concrete interlocking paving bricks	11/11/2024 @09H00	Municipal Activity Hall	Free at the municipal website and E-tender portal.	Company Experience (60) Key Personnel (20) Methodology (10) Plant and Equipment (10)	80/20	18/11/2024 @09H00	70%	Mawela K 015 780 6300

A compulsory briefing session will be held on the dates and times specified above at Activity Hall, Ba-Phalaborwa Municipality Main Office, CNR Mandela and Sealene Street.

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 bids are to be deposited in the tender box at Ba-Phalaborwa Municipality Offices situated at CNR Mandela Drive & Sealene Street in Phalaborwa, by the closing date and time as above mentioned, where after they will be opened in public. Late and telefaxed documents will not be considered.

Bidders should take note of the following bidding conditions:

1. Ba-Phalaborwa Municipality Supply Chain Management Policy shall apply in the evaluation and awarding of the Tender.
2. Ba-Phalaborwa Municipality does not bind itself to accept the lowest tender, reserves the right to accept the whole or part of the Tender and reserves the right not to appoint.
3. The Bid validity shall be 90 (Ninety) days from the date of closure.
4. Bidders must provide proof of the following to avoid disqualification: CSD report (Printed between the date of advert and closing date, certified ID Copies of all directors, statement of municipal rates and taxes for both company and director (s) (not older than 3 months)/letter from traditional authority not older than 3 months/ lease agreement, key personnel/service team's experience (attach certified copies of qualifications and CV; CK/Company registration, Valid tax clearance or tax pin, proof of work experience (attach relevant appointment letter).All the relevant returnable documents are attached to the tender document.
5. The minimum score for functionality will be as stated above and bidders who score below will not be evaluated further on price and specified goals.

Ms. JB SELEPYANE
ACTING MUNICIPAL MANAGER
Notice

T1.2: TENDER DATA

The Conditions of bid in the Standard Conditions of bid as contained in Annex F of CIDB Standard of Uniformity in Construction Procurement, (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (See www.cidb.org.za), contains references to the bid Data for details that apply specifically to this bid.

The BID Data shall be read with the Standard Conditions of bid in order to expand on the Bidder's obligations and the Employer's undertakings in administering the bid process in respect of the project under consideration.

The BID Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of bid.

Each item of bid Data given below is cross-referenced to the relevant clause in the standard Conditions of BID.

F.1.1 The Employer for this Contract is: **BA-PHALABORWA LOCAL MUNICIPALITY**
Private Bag X01020
Phalaborwa
1390

F.1.2 Bid Documents

The Bid Document consists of the following:

BID

Part T1: Bidding Procedures

Part T2: Returnable Documents

CONTRACT

Part C1: Agreements and Contract Data

Part C2: Pricing Data

Part C3: Scope of Work

Part C4: Site Information

DRAWINGS

The book of bid drawings is bound separately from this document.

The bid Document with the drawings shall be obtained from the Employer or his authorized representative at the physical addresses stated in the bid Notice, upon payment of the deposit stated.

F.1.4 The Employer's agent is:

Name : Tshashu Consulting and Project Managers
Address : Unit 7 – Office 3-4 Pro Limpopo Building
371 De Wet Drive
Polokwane
0699
Telephone : (015) 291 4365
E-Mail Address : admin@tsconsulting.co.za

F.1.5 The Employer's right to accept or reject any bid offer

The Employer is not obliged to accept the lowest or any bid offer.

F.2.1 Eligibility

A bidder will not be eligible to submit a bid if:

- (a) The Contractor submitting the bid is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) The bidder does not have the legal capacity to enter into the contract;
- (c) The Contractor submitting the BID is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The bidder does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (f) The Bidder cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

Only those bidders who are registered with the Construction Industry Development Board (CIDB) in a contractor-grading equal to or higher than a contractor grading designation **7CE** or higher or a combined grading (in the case of a joint venture) equal or higher than **7CE** as defined in the Regulations (09 August 2004 and 22 July 2005), in terms of the CIDB Act No 38 of 2000, are eligible to submit BIDs for this contract.

F.2.1	Only those Bidders who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for Supervisory and management staff are eligible to submit bids.
F.2.18	The Bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

F.2.7 Site visit and clarification meeting

The arrangements for the compulsory site inspection visit and clarification meeting are as follows:

Location: Ba-Phalaborwa Local Municipality Main Office, CNR Nelson Mandela and Selate Street on 11 November 2024 starting at 09:00 AM

Date: **11 November 2024**

Starting time: **09:00 AM**

Enquiries and confirmation of attendance at least one full working day in advance regarding the meeting and site inspection may be directed to:

Name: Tshashu Consulting and Project Managers
 Contact Person: Mr P.D Neluheni
 Telephone No: (015) 291 4365
 E-Mail address: admin@tsconsulting.co.za

F.2.10 Pricing the bid offer

- (a) Value Added Tax

- The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.
- The successful bidder shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.
- Payment of VAT to non-VAT vendors shall be processed from the month in which the bidder's liability 15% with the South African Revenue Services is effective.

F.2.11 Alterations to document

A BID offer shall not be considered if alterations have been made to the forms of bid data or contract data (unless such alterations have been duly authenticated by the bidder) or if any particulars required therein have not been completed in all respects.

F.2.12 Alternative bid offers

No alternative offers will be considered.

F.2.13 Submitting a bid Offer**F.2.13.3** Bid offers shall be submitted as an original only.

Under no circumstances whatsoever may the bid forms be retyped or redrafted.

The original tender document, issued to the Bidder, shall be submitted in its entirety. No copies are required.

F.2.15 Two envelope system

A two-envelope procedure will not be followed.

F.2.15 Closing Time

The closing time for submission of bid Offers is: 09:00 On 18 November 2024. Telephonic, telegraphic, telex, facsimile, electronic or e-mailed bids will not be accepted.

F.2.16 Bid offer validity

The bid Offer validity period is 90 days from the closing time for submission of bids.

F.2.17 Clarification of tender offer after submission

Delete the last part of the second sentence, commencing with the word "and". Furthermore, delete the last two sentences of Cl. F.2.17.

Add the following sentence: "The rates stated by the Bidder shall be binding".

F.2.18 Provide other Material

Upon request by the Employer, the Bidder shall promptly supply any other material that has a bearing on the tender offer, the bidder's commercial position (including, where applicable, notarized joint venture agreements), Preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair assessment. Should the Bidder not provide the information or material called for, by the time for submission stated in the Employer's request, the Employer will regard the tender offer as being non-responsive.

F.2.19 Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of bid Documents

Not applicable.

F.2.23 Certificates

The bidder is required to submit with his bid the following Mandatory documents:

- Original Valid Tax Clearance Certificate and CSD Summary report;
- Compensation Fund registration certificate
- Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006). A minimum grading of **7CE or higher** is required

In the event of a Joint Venture submitting a tender, every member of the joint venture must submit proof of registration with the CIDB within 10 days from the closing date for tenders; and the lead partner must have a minimum contract grading designation

Important Note:

Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data.

F.3.4 Opening of bid Submissions

The time and location for opening of the **bid** offers are:

The time and location for opening of the tender offers are:

Date : **09:00 on 18 November 2024**

Location : **Main Office, CNR Nelson Mandela and Selate Street, Ba-Phalaborwa Local Municipality**

F.3.5 The two-envelope system will **not** apply to this bid.

F.3.9.1 Arithmetical errors

Delete paragraphs (b) and (c) of Cl. F.3.9.1 and replace with:

- b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the Employer in determining the Contract Price.
- c) Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.
- d) The Contract Price for the completed Contract shall be computed from the actual quantities of authorised work done and compliant with the Contract Data, valued at rates contracted against the respective items in the bill of quantities, schedule of Quantities or schedule of rates and shall include such authorised Provisional Sums and items of extra work as have become payable in terms of the Contract Data.

F.3.11 Evaluation of bid Offers**F.3.11 Evaluation of bid Offers**

Bidders will be evaluated on quality, price and preference. It is important that the relevant information is included to enable the Technical Proposal to be evaluated in accordance with the procedure outlined below. All information must be submitted in a separate file. Tampering with the original Bid document will render the Bid non-responsive. Failure to comply with the above requirements will result in the Bid being disqualified.

The Bid evaluation will be conducted as follows:

1(a) First

Bid documents that have been disassembled and copies of the Bid documents will be disqualified outright.

1(b) Second

Bidders will be checked for compliance with Bid Conditions and administrative responsiveness. Non-compliance with any of the requirements will render the Bid non-responsive and it will not be carried forward to the next stage. (refer to 2(a) below).

1(c) Third

The Bidder's experience, staffing and methodology will be evaluated. Each Bid will be assessed and awarded points for Functionality. **Failure to achieve 60 points out of the 100 for Functionality will render the Bid non-responsive.**

Only Bidders that score the specified minimum number of points for Functionality will be deemed to be acceptable and carried forward to the next stage. The rest will be disqualified. The points for functionality will not be carried forward to the remainder of the evaluation. (refer to 2(b) below)

1(d) Fourth

Points will be calculated for price on the relevant prices in accordance with the preference point system, 90/10 or 80/20. (refer to 2(c) below)

1(e) Fifth

Points for specific goals will be awarded in accordance with the specific goals allocated points in terms of this tender. refer to 2(d) below)

1(f) Final

The Bid will be awarded to the short-listed Bidder who has scored the highest points for price and specific goals, unless there are justifiable, objective reasons to award the Bid to another Bidder. However, the Employer retains the right not to accept any Bid. Refer to (2e) below)

2(a) Compliance with Bid Conditions and other Requirements

The Bid will be checked to ensure that they comply with the Bid Conditions and all other requirements of the project document. In particular, the following documentation must be completed, signed and included in the Bid:

- a) Form A - Certificate of attendance at site inspection, to be signed in the Bid document or Signature On-site inspection attendance register.
- b) Form B - Certificate of Authority for Signature. For JV's a JV Agreement shall be provided (if applicable)
- c) Form F - Record of addenda to Bid documents.
- d) Form I - Certificate of non- collusive Bid
- e) Form J – Compliance with Occupational Health and Safety Act
- f) Form L – Compulsory enterprise questionnaire.
- g) Form Q – Declaration of good standing regarding tax
- h) Form N – Financial details, statements and bank references.

- i) Form U– Declaration of bidder’s past supply chain management practices.
- j) Form R – Declaration of interest
- k) Form W – Construction industries development board registration.
- l) Form C1.1 – Form of Offer and Acceptance
- m) Contract Data Section 2: Data provided by the contractor

Service Provider Prerequisites / Requirements

- CIDB grading certificate.
- Letter of Good Standing with COIDA
- Terms of reference fully completed and each page to be initialed.
- Proof of work experience (attach **BOTH** appointment letters and completion certificates for each project)
- Key personnel experience (attach CV, Certified qualifications and ID Copies).
- All bidders must attend the compulsory briefing session
- Bidders must attach signed declaration forms attached to the bid document
- Company registration certificate
- Letter from SARS with a tax valid pin
- Power of attorney/ letter of authority for signatory if applicable
- Signed Joint venture agreements where applicable
- Certified ID copies of the directors/ members/ proprietors not older than six months
- Statement of Municipality Accounts as proof of residential address not in arrears for more than 90 days, if leasing, provide the lease agreement and copy of the owner’s statement of municipality account not in arrears for more than 90 days or the proof of residential address by a traditional authority in case of a non-ratable area for the **business and all company directors** (Not older than three months)
- Latest registration report of Central Supplier Database (CSD) with valid reference number.
- Signed Consent letter of all key personnel

Failure to comply with the Bid Conditions or to supply the necessary information at Bid closure **WILL** result in the Bid being rejected. Non-submission of any of the forms listed above will result in the Bid being rejected as non-responsive.

2(b) Second Stage in Evaluation: Quality or Functionality: Points System

A brief description of the scoring system is given below. A tabulated score sheet which will be used in the evaluation is as shown below.

The Bidder must be able to demonstrate that he understands the project and the various tasks required. Innovative solutions will be viewed favorably. For a definition of all terms, refer to Scope of Works. Bidders' submissions will be evaluated based on compliance with the following criteria to determine the responsiveness to the bid requirements:

- Profile of Key Staff :20Points
- Company experience :60 Points
- Plant and Equipment :10 Points
- Methodology :10

Functionality Scorecard					Maximum Weights
Criteria	Scoring guide				
<p>Company Experience: NB: Tender must submit Six (6) and successfully completed Road construction projects, Out of those six at least two must be CIDB grade 7CE or Higher to qualify for maximum points.</p> <p>Note 1: Tenderers to submit names complete with valid contact details, appointment letter and completion certificates. non-submission will result in loss of points.</p>	No	SCORING CRITERIA	WEIGHT	SCORE	60
	1	1 Project	10		
	2	2 Project	20		
	3	3 Project	30		
	4	4 Project	40		
	5	5 Project	50		
	6	6 or more project	60		
	TOTAL			60	
<p>Specific Personnel Knowledge – certified copies of Academic qualification certificates need to be attached for functionality points scoring otherwise no points will be allocated</p>	Designation	Designation			20
	Contracts Manager	<p>Contract Manager: Points: 8</p> <p>5: N. Dip: Civil Engineering with more than 5 years' exp. 8: Pr. Eng.: Civil, Pr. Tech Eng.: Civil: Civil with more than 5yrs exp.</p>			
	Site manager	<p>Site manager: Points: 6</p> <p>3: N. Dip: Civil Engineering with more than 5 years' exp. 6: B.TECH Civil: Civil with more than 5yrs exp.</p>			
	Construction Supervisor/foreman	<p>Site Foreman: Points: 3</p> <p>0: No formal qualification 2: Certificate N6 Civil Engineering 3: National Diploma Civil Engineering with more than 5 yrs. exp.</p>			
Construction Supervisor/safety officer	<p>Safety Officer: Points: 3</p> <p>3: SACPCMP registered and 3 Yrs. exp. post qualification.</p>				
<p>List of plant-</p> <p>1. Tenderer to submit proof of ownership with certification not older than three months Certified by SAPS.</p> <p>2. And in case of hiring, a letter of intent must be submitted with proof of ownership with certification not older than three months.</p>	Required plant		Points		10
	1xTLB		1		
	1xExcavator		1		
	1xGrader		1		
	5xTipper Truck		2		
	1x Roller		1		
	1xRide on compaction roller		1		
	3x LDVs		2		
	2 x Water Tanker		1		
Total points		10			

UPGRADING OF AUBREY CARWASH TO KANANA FROM PAVED TO PAVED CONCRETE INTERLOCKING BRICKS

Bidders will score full points where the total minimum plant required has a letter of intent and also proof of ownership by a rental company		
Methodology	Full comprehensive methodology taking into account all relevant information tailored to this project. 10: Methodology	10
Functionality Threshold (Minimum score)		70
Total Points for Functionality		100

It is important that the Bidder provides information as requested as this information will be used for functionality in which a **minimum of 60 points** must be scored to move to the next stage of evaluation. The scoring will be according to the table below

Bidders must score a minimum of 60 percentage points out of the 100 percentage to qualify for further adjudication.

2(c) Fourth Stage in Evaluation: Price

The following must be completed in full

- * The pricing schedule
- * The form of offer. No alterations, subtractions or additions may be made to the items in the pricing schedule. All items must be priced or calculated.

A total of 80 points will be awarded to the Bid with the lowest balanced price. The other Bidders will be awarded points based on the ratio of the price under consideration to the lowest price.

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

where

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

2(d) Fifth Stage in Evaluation:

The Bidders will then be evaluated in terms of the Construction industry scorecard and the PPPFA regulation 34350 issued on 8 June 2011.

In terms of the Preferential Procurement policy of Council section 5(2) and 7(2), preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the below table as may be supported by proof/ documentation stated in the conditions of this tender:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Verification documents
1. Black ownership	2.5	CSD Report/ ID copies
2. Women ownership	2.5	ID copies/CSD report
3. Youth	10	ID Copies/CSD report
4. Disability	5	Medical Certificate
	20	

2(e) Final Stage in Evaluation : Calculation of Final Total Points

The final score or final total points for each Bid will be calculated by adding the scores from the calculations.

$$P = P_s + P_h$$

F.3.13 Acceptance of bid Offer

F.3.13.1 Accept tender offer only if the bidder complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful bidder of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful bidder as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful bidders

After the successful bidder has acknowledged the employer's notice of acceptance, notify other bidders that their tender offers have not been accepted.

F.3.15. Prepare contract documents

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

- Addenda issued during the tender period,
- Inclusion of some of the returnable documents,
- Other revisions agreed between the employer and the successful bidder, and
- The schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the bidder to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Copies of Contract

The number of paper copies of the signed contract to be provided by the Employer is ONE.

EVALUATION OF BIDS BASED ON FUNCTIONALITY AS A CRITERION

MBD 6.1 (PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 80/20 PREFERENCE POINT SYSTEM)

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

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

1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to invitations to tender:

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

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

- a) Price; and
- b) Specific Goals (Black, women, youth and disability).

1.3 The maximum points for this tender are allocated as follows:

Specific Goals Categories (CSD will be used for verification)	Number of Points (80/20 system) 20 Points breakdown
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	

1. Black	2.5
2. Women	2.5
3. Youth	10
4. Disability	5
	20

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

1.4 Black Ownership and Women Ownership

Failure on the part of a tenderer to submit certified ID copy to verify the gender and race together with the bid, will be interpreted to mean that preference points for specific goals level of contribution are not claimed.

1.5 Youth

Failure on the part of tenderer to submit the certified ID copy to verify the age of the director together with the bid, will be interpreted to mean that preference points for specific goals level of contribution are not claimed.

1.6 Disability

Failure on the part of tenderer to submit the medical certificate, will be interpreted to mean that preference points for specific goals level of contribution are not claimed.

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

2. DEFINITIONS

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

(b) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(c) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(d) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(e) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state

and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

- (g) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

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

4.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

(80/20)

$$P_s = 80 \frac{(1 + P_t - P_{\max})}{P_{\max}}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\max} = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

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

UPGRADING OF AUBREY CARWASH TO KANANA FROM PAVED TO PAVED CONCRETE INTERLOCKING BRICKS

- b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. Black	2.5	
2. Women	2.5	
3. Youth	10	
4. Disability	5	
	20	

Source Documents to be submitted with the Bid

- CIPC Document (Company Registration Document will be required for verification (CIPC DOC))
- Woman (ID Copies/CSD report)
- Youth (ID Copies/CSD report)
- People with Disability (Medical Certificate)
- Black Ownership (ID Copies/CSD report)

6. DECLARATION WITH REGARD TO COMPANY / FIRM

6.1 Name of company / firm: _____

6.2 Company registration number: _____

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6.3 VAT registration number: _____

6.4 Type of company / firm:

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

[TICK APPLICABLE BOX]

6.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Street address of business: _____

Registered municipal account number: _____

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:.....

DATE:

ADDRESS:



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

3.3 Calculation of total points scored for Price and Specific goals:

3.3.1 The points scored for price must be added to the points scored for specific goals to obtain the bidder's total points scored out of 100.

4. EVALUATION OF BIDS THAT SCORED EQUAL POINTS

4.1 In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for specific goals.

4.2 If two or more bids have equal points, including equal preference points for specific goals, the successful bid must be the one scoring the highest score for functionality, if functionality is part of the evaluation process.

4.3 In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.

15. CANCELLATION AND RE-INVITATION OF BIDS

5.1 In the application of the 80/20 preference point system, if **all** bids received exceed R50 000 000, the bid must be cancelled. If one or more of the acceptable bid(s) received are within the R50 000 000 threshold, all bids received must be evaluated on the 80/20 preference point system.

5.2 In the application of the 90/10 preference point system, if **all** bids received are equal to or below R50 000 000, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R50 000 000 threshold, all bids received must be evaluated on the 90/10 preference point system.

5.3 If a bid was cancelled in terms of paragraph 15.1 or 15.2, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

5.4 An AO / AA may, prior to the award of a bid, cancel the bid if:

5.4.1 Due to changed circumstances, there is no longer a need for the services, works or goods requested. [AOs / AAs must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured]; or

5.4.2 Funds are no longer available to cover the total envisaged expenditure. [AOs / AAs must ensure that the budgetary provisions exist]; or

5.4.3 No acceptable bids are received. [If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids].

PART FOUR

AWARD OF CONTRACTS

6. AWARD OF CONTRACTS

6.1 A contract must be awarded to the bidder who scored the highest total number of points in terms of the preference point systems.

6.2 In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.

The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.



2. GENERAL DEFINITIONS

- 2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 **“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 goods, works or services.
- 2.3 **“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.
- 2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5.1.1.1 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.6 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.8 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 Historically Disadvantaged Individual (HDI)”** means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections
 - (2) prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or
 - (4) who is a female; and/or
 - (5) who has a disability: provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
- 2.11 “Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **“Person”** includes reference to a juristic person.
- 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **“Small, Medium and Micro Enterprises (SMMEs)** bears the same meaning assigned to this

expression in the National Small Business Act, 1996 (No 102 of 1996).

2.16 “**Sub-contracting**” means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

2.17 “**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.

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.

T1.3: STANDARD CONDITIONS OF BID

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General**F.1.1 Actions**

The employer and each bidder submitting a bid offer shall comply with these conditions of bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeous and with integrity, and behave equitably, honestly and transparently.

F.1.2 Bid Documents

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

F.1.3 Interpretation

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

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

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

- a) **Comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the bid process; and
- c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a bidder shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a bidder. The name and contact details of the employer's agent are stated in the bid data.

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

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

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

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

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

F.2.2 Cost of bidding

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

F.2.3 Check documents

Check the bid 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 bid. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a bid offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a bid 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 bid documents by reference.

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the bid offer

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

F2.10.2 Show VAT payable by the employer separately as an addition to the bidder's 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 bid data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative bid offers

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

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

F.2.13 Submitting a bid offer

F.2.13.1 Submit a bid offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the bid data.

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

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

F.2.13.4 Sign the original and all copies of the bid offer where required in terms of the bid data. The Employer will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders 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 bid offer.

F.2.13.5 Seal the original and each copy of the bid 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 bid data, as well as the bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid 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 bid data, as well as the bidder's name and contact address.

F.2.13.7 Seal the original bid 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 bid data.

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

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

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

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

F.2.16 Bid offer validity

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

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

F.2.17 Clarification of bid offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the bid offer, the bidder'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 bidder 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 bid 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 bid data.

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

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

F.2.21 Check final draft

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

F.2.22 Return of other bid documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings**F.3.1 Respond to clarification**

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

F.3.2 Issue Addenda

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

F.3.3 Return late bid offers

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

F.3.4 Opening of bid submissions

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

F.3.4.2 Announce at the opening held immediately after the opening of bid submissions, at a venue indicated in the bid data, the name of each bidder whose bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main bid 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 bid data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of bidders' agents who choose to attend at the time and place stated in the bid data and announce the name of each bidder whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by bidders, then advise bidders 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 bidders, who score in the quality evaluation above the minimum number of points for quality stated in the bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

- a) Meets the requirements of these Conditions of Bid,
- b) Has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the bid documents.

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

- Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the bidder's risks and responsibilities under the contract, or
- affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

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

F.3.9 Arithmetical errors

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

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

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

F.3.10 Clarification of a bid offer

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

F.3.11 Evaluation of bid offers

F3.11.1 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:

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Method 1: Financial offer	<ol style="list-style-type: none"> 1) Rank bid offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> 1) Score bid evaluation points for financial offer. 2) Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for preferencing. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest.
	<ol style="list-style-type: none"> 5) Recommend bidder 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.
Method 3: Financial offer and quality	<ol style="list-style-type: none"> 1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder 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.
Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none"> 1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid 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.
	<ol style="list-style-type: none"> 6) Recommend bidder 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.

F.3.11.2 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 favorable bid offer.

P = the comparative offer of bid offer under consideration.

F.3.11.3 Scoring quality (functionality)

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

F.3.12 Insurance provided by the employer

If requested by the proposed successful bidder, submit for the bidder'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 bid offer

F.3.13.1 Accept bid offer only if the bidder satisfies the legal requirements stated in the Bid Data.

F.3.13.2 Notify the successful bidder of the employer's acceptance of his bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the bid data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful bidder as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful bidders

After the successful bidder has acknowledged the employer's notice of acceptance, notify other bidders that their bid offers have not been accepted.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the bid documents to take account of:

- a) Addenda issued during the bid period,
- b) Inclusion of some of the returnable documents,
- c) Other revisions agreed between the employer and the successful bidder, and
- d) The schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of bid require the bidder to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

PART T2: RETURNABLE SCHEDULES

TABLE OF CONTENTS		Page	Colour
T2.1:	LIST OF RETURNABLE DOCUMENTS.....	T.29	White
T2.2:	RETURNABLE SCHEDULES TO BE COMPLETED BY TENDERER	T.30	Yellow

T2.1: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

- A. Certificate of attendance at site clarification meeting
- B. Certificate of authority of signatory
- C. Certificate of registration with the construction industry development board
- D. Certificate of authority for joint ventures
- E. Compulsory enterprise questionnaire
- F. Record of addenda to tender documents
- G. Amendments, qualifications and alternatives
- H. Form of intent to provide a demand guarantee
- I. Schedule of proposed subcontractors
- J. Schedule of Available Infrastructure, Resources and Experience
- K. Financial information of bidder
- L. Certificate for municipal services and payments
- M. Authorization for Deduction of Outstanding Amounts Owed To Council
- N. Tax clearance certificate requirements
- O. Declaration of interest
- P. Declaration for procurement above R10 million (all applicable taxes included)
- Q. Preference points claim form in terms of the preferential procurement regulations 2011
- R. Declaration of bidder's past supply chain management practices
- S. Certificate of independent bid determination
- T. Compliance with occupational health and safety act, 1993 and construction regulations, 2014
- U. B-BBEE verification certificate
- V. Preference schedule
- W. Certificate of company registration
- X. Curriculum vitae format of key personnel

NB: Mandatory documents will also be used for the evaluation

2. Other documents required only for bid evaluation purposes

- Y. Day work schedule

3 The offer portion

Part C1 Agreements and Contract Data

Part C2 Pricing Data

T2.2 RETURNABLE SCHEDULES

A. CERTIFICATE OF ATTENDANCE AT SITE CLARIFICATION MEETING

This is to certify that:

..... (Bidder)

of (Address)

.....

was represented by the person(s) named below at the compulsory meeting held for all bidders at

.....(location) on (date), starting at

We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the Works and/or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our entire tender submission.

Particulars of person(s) attending the meeting:

Name Signature.....

Capacity.....

Name Signature

Capacity.....

Note: All particulars above this horizontal divide line to be filled in by the Bidder **prior to** signature by Employer’s representative.



Attendance of the above persons at the meeting is confirmed by the representative of Tshashu Consulting and Project Managers namely:

Name Signature

Capacity..... Date Time

B. CERTIFICATE OF AUTHORITY OF SIGNATORY

All signatories, **including sole Proprietors**, shall confirm their authority by **attaching to the last page of this bid** a duly signed and dated original or certified copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for: "COMPANIES/PARTENERSHIPS/CLOSE CORPORATIONS" are shown below:

"By resolution of board of directors passed onMr/Mrs/Ms/Dr.....has been duly authorised to sign all documents in connection with the Bid for Contract Number:.....and any contract, which may arise there from on behalf of the bidding entity, namely....."

SIGNED ON BEHALF OF BIDDING ENTITY :.....

IN HIS/HER CAPACITY AS :.....

DATE :.....

AUTHORISED PERSON SIGNATURE :.....

As witnesses:

1. Date

.....
Print Name

2. Date

.....
Print Name

An example for: "JOINT VENTURE" are shown below:

We, the undersigned are submitting this bid offer in Joint Venture and hereby authorize Mr/Mrs/Ms/Drauthorised signatory to the company....., acting in the capacity of lead partner, to sign all documents in connection with the bid for Contract..... and any contract resulting from it on our behalf.

, Name of Firm	Address	Authorising	
		Signature	Name and Designation
Lead Partner			
Name of 2 nd Company			
Name of 3 rd Company			

C. CERTIFICATE OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY

DEVELOPMENT BOARD

1. General

The Register of Contractors is established by the Construction Industry Development Board in terms of the CIDB Act 38 of 2000 and Construction Industry Development Regulations as published in Government Gazette number 26427 of 2004.

The Act makes it mandatory for public sector clients to apply this register when considering tenders. Any enterprise that submits a tender or enters into contract for construction works with the public sector, must be registered.

Once-off joint ventures do not have to register, provided that each partner of the joint venture is separately registered.

2. Status

Bidders shall fill in the following sections of this form, depending on their status:

2.1 Section A

Bidders who have accomplished registration and can provide proof of their grading designation.

2.2 Section B

Bidders who are in the process of registration of an update to an existing registration or a renewal.

2.3 Section C

Bidders who have submitted the first application.

2.4 Section D

Bidders submitting this Tender offer in Joint Venture and can provide proof that each partner of the Joint Venture is separately registered.

SECTION B

I, acting in capacity of
 was authorised to sign all documents in connection with this tender an any contract resulting from
 it on

behalf of the following entity:
 hereby declare that the above mentioned entity has achieved registration with the Construction In-
 dustry Development Board on date, furthermore declare that the
 existing grading designation is:

Contract Value	
----------------	--

Type of Work		
--------------	--	--

and the following update has been applied for:

Amendment of category status	
Change of Particulars	
Annual confirmation of Particulars	
Renewal of Registration	

mark with "✱"

.....
 Signature of Tenderer

.....
 Signature of Witness

.....
 Print Name

.....
 Print Name

SECTION C

I, acting in capacity of
was authorised to sign all documents in connection with this tender an any contract resulting from
it on

behalf of the following entity:
hereby declare that the above mentioned entity has submitted its FIRST APPLICATION FOR
REGISTRATION with the Contraction Industry Development board on date

I furthermore accept that failure to achieve registration with the Construction Industry Development
Board in a category stipulated in the Tender Data within 10 days from the date of closing this tender,
implies a non-responsive tender and warrants rejection of the Tender on account of non-compliance
with the requirements of the Tender Data.

.....
Signature of Tenderer

.....
Signature of Witness

.....
Print Name

.....
Print Name

SECTION D

I, acting in capacity of the LEAD PARTNER in the Joint Venture

.....
 was authorised to sign all documents in connection with this tender and any contract resulting from it, hereby declare that each partner of the Joint Venture is separately registered with the Construction Industry Development Board and declare that the grading designation is reflected in the following **symbols** on the registration certificates:

Name of Lead Partner:		
Contract Value		
Type of Work		

Name of 2 nd Partner:		
Contract Value		
Type of Work		

Name of 3 rd Partner:		
Contract Value		
Type of Work		

.....
 Signature of Tenderer

.....
 Signature of Witness

.....
 Print Name

.....
 Print Name

D. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (WHERE APPLICABLE)

Employer:

Contract Number:

NOTE 1 This form need only be completed in the event of a Joint Venture submitting this tender.

NOTE 2 Fill in all the information requested in the spaces provided. Attach additional sheets if required.

NOTE 3 Provide a copy of the Joint Venture agreement. Demonstrate that the partners to the Joint Venture share in the ownership, control, management responsibilities, risks and profits of the Joint Venture. The Joint Venture agreement shall include specific details relating to:

- a) the contributions of capital and equipment;
- b) portions of the Contract to be performed by the partner's own resources; and
- c) portions of the Contract to be performed under the supervision of each partner.

NOTE 4 Provide copies of all written agreements between partners concerning the Joint Venture, including those that relate to ownership options and to restrictions/limits regarding ownership and control.

1. Joint Venture Particulars

Name

Postal Address

Physical Address

TelephoneFax

Name of authorized representative

2. Identity of Partner No. 1

Name

Postal Address

Physical Address

TelephoneFax

Contact Person

3. Identity of Partner No. 2

Name

Postal Address

Physical Address

.....

TelephoneFax

Contact Person

4. Identity of Partner No. 3

Name

Postal Address

Physical Address

.....

TelephoneFax

Contact Person

5. Description of the role of the partners in the joint venture

Partner No. 1:

.....

Partner No. 2:

.....

Partner No. 3:

.....

6. Ownership of the joint venture

(i) Ownership percentage(s) Partner No. 1 %

Partner No. 2 %

(ii) Partner percentage in respect of:

a) Profit and loss sharing: Partner No. 1 %

Partner No. 2 %

b) Initial capital contribution Partner No. 1 R.....

Partner No. 2 R.....

(iii) Anticipated ongoing capital contributions:

Partner No. 1 R.....

Partner No. 2 R.....

(iv) Contributions of equipment (specify types, quality and quantities of equipment) to be provided by each partner:

Partner No. 1:

Partner No. 2:

Partner No. 3:

7. Recent contracts performed by partners in their own right or as partners in other joint ventures

a) Partner No. 1

(i)

(ii)

(iii)

b) Partner No. 2

(i)

(ii)

(iii)

8. Control and participation in the joint venture

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority, for example, co-signature requirements and monetary limits).

a) Joint Venture cheque signing

.....

b) Authority to enter into contracts on behalf of the Joint Venture

.....

c) Signing, co-signing or collateralizing of loans

- d)
Acquisition of lines of credit
.....
- e)
Acquisition of demand bonds
.....
- f)
Negotiating and signing of labour agreements
.....

9. Management of the performance of the Contract

(Fill in the name and firm of the responsible person)

- a)
Supervision of field operations.....
- b)
Major purchasing.....
- c)
Estimating
- d)
Technical management.....

10. Management and control of the joint venture

- a)
Identify the managing partner
.....
- b)
What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors or other parties participating in the performance of the contemplated works:

Partner No. 1:

Partner No. 2:

Partner No. 3:
- c)
Describe the management structure for the joint venture's work under this Contract

Management Function/Designation	Name	Partner

11. Personnel

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to execute the Joint Venture contract.

Trade/function/discipline	Number

- b) State the number of operative personnel to be employed on the Contract who are currently in the employ of partners:

.....

- c) State the number of operative personnel who are not currently in the employ of the respective partners and shall be engaged on the project by the Joint Venture:

.....

- d) State the name of the individual who shall be responsible for hiring Joint Venture employees:

.....

- e) State the name of the partner who shall be responsible for the preparation of Joint Venture payrolls:

.....

12. Control and structure of the Joint Venture

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture disclosure form and affirms that the foregoing statements are correct and include all the material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture Agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorized representatives of the Employer.

Duly authorized to sign on behalf of:

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..... (the Joint Venture)

Signature: Print Name:

Name:

Address:

.....

Telephone: Date:

Duly authorized to sign on behalf of:(Partner No. 1)

Signature: Print Name:

Name:

Address:

.....

Telephone:Date:

Duly authorized to sign on behalf of:(Partner No. 2)

Signature: Print Name:

Name:

Address:

.....

Telephone:Date:.....

E. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

....

Section 2: VAT registration number, if any:

.....

Section 3: CIDB registration number, if any:

.....

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

.

Close corporation number

.

Tax reference number

.

Section 6: Record in the service of the state

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

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

Signed		Date	
Name		Position	
Enterprise name			

F. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Bidder			

G. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Bidder desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, unless form (a), has been completed to the satisfaction of the Employer). The Bidder is referred to Bid Data paragraph F.2.12, where it is clearly stated that no alternative offers will be accepted.

I / We herewith propose the amendments, as set out in the table below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

* Attach additional pages if more space is required.

- Notes:** (1) Amendments to the General and Special Conditions of Contract are not acceptable;
- (2) The Bidder must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Bid.

SIGNATURE:
 (Of person authorized to sign on behalf of the Bidder)

DATE:

H. FORM OF INTENT TO PROVIDE A DEMAND GUARANTEE

If my/our tender is accepted, I/we will, when required and within the time stipulated, provide a guarantee of

(* Insurance Company (name)

(of address)

.....

(* Commercial Bank (Name)

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(Branch)

(of address)

.....

to be approved by you, the Employer, for the amount stipulated.

(*) : delete whichever is not applicable.

I/we understand that failure to produce an acceptable Demand Guarantee within the stipulated period is a fundamental breach of Contract, entitling the Employer to:

- (i) withhold all payments which may be due to the Contractor pending compliance with the stipulated requirements to produce an acceptable Demand Guarantee.
- (ii) instruct the Contractor to cease all work pending provision of the Demand Guarantee, and
- (iii) cancel the Contract.

Signed	.....	Date	.....
Print Name	.....	Position	.....
Tenderer	.....	

I. SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			
Signed		Date	
Name		Position	
Tenderer			

J. SCHEDULE OF AVAILABLE INFRASTRUCTURE, RESOURCES AND EXPERIENCE**1. Bidder's List of Third Party Design Engineers**

In the event that the Bidder desires to design all or part of the Works or submit any alternative, he/she shall list here-following, the Design Engineers, accomplished in the specific field of practice, which he/she proposes to employ for the purpose of third party certification of all works designed by the Bidder for the Works.

- Notes: (i) All costs of third party designs shall be borne solely by the Bidder.
(ii) This Schedule must be accurately completed. Phrases such as "to be advised" will not be accepted.

Section of Works	Name and Address of Registered Engineer				ECSA Registration No.

2. Bidder's Personnel Profile

Key Staff Permanently employed, of foreman level and above	Number of staff
Sub-Total	
Other Permanent Staff	Number of staff
Sub-Total	
Temporary Staff	Number of staff
Sub-Total	

3. **Identify any amounts of money loaned to your enterprise, indicating the loan source, date and amount**

Loan Source	Address	Date of Loan	Loan Amount

4. **List a maximum of five contract which your enterprise is engaged in and has not yet completed**

Contract Description	Location	Client	Contract Amount	Expected Completion (month & year)

5. **List the four largest assignments completed by your enterprise in the last three years**

Nature of Work Performed	Client	Consultant Contact Person	Telephone No.	Contract Amount

6. **Address of Branch Offices in the RSA**

.....

7. **Address of Nearest Representative to Ba-Phalaborwa**

.....

8. **Has work previously been performed for the Employer?** YES/NO* - Specify

.....

K. FINANCIAL INFORMATION OF BIDDER (also attach a letter from Bank)

This information sheet has to be filled in by the financier of the Bidder, duly signed and stamped on behalf of the financial institution he represents.

Bidder Details

Tender Description :

Contract Period :

Name of Bidder :

Bank Account Number :

Tendered Amount :

Demand Guarantee will be provided by this Bank: YES NO

If yes, state amount of Demand Guarantee: R

Financial Institution

Name of Commercial Bank :

Branch :

Name of Bank Manager :

Telephone Number :

I / We acting on behalf of the above Commercial Bank confirm that

..... (Bidder)

has operated an account with us for the last years.

We have been requested to provide a bank rating based in relation to the financial capability of the Tenderer, taking into account directives set out in the following two tables.

Financial Capability	
Maximum value of contract that the Bidder is considered capable of	Value on which Bank Rating must be used
up to R300 000	R24 000
R1 000 000	R78 000
R3 000 000	R240 000
R5 000 000	R480 000
R10 000 000	R900 000
R30 000 000	R2 400 000
R100 000 000	R7 800 000

BANK RATING	
Bank Code	Description of Bank Code
A	Undoubted for the amount of enquiry
B	Good for the amount of enquiry
C	Good for the amount quoted if strictly in the way of business
D	Fair trade risk for amount of enquiry
E	Figures considered too high
F	Financial position unknown
G	Occasional dishonours
H	Frequent dishonours

The value on which our Bank Rating of the Bidder is based is R.....

(In words only)

The Bank Rating is code:

.....
Signature: Manager Financial Institution

.....
Print Name

.....
Date

RUBBER STAMP OF INSTITUTION



ANNEXURE: B**L. CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS**

TO: MUNICIPAL MANAGER, BA-PHALABORWA LOCAL MUNICIPALITY

FROM: _____(Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/share holders/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/ Shareholder/ Partner	Municipal Account No.

NB: Please attach certified copy of ID document(s)_____
Signatory_____
Date**Witnesses**1. _____
Full Names_____
Signature_____
Date2. _____
Full Names_____
Signature_____
Date

ANNEXURE: C

M. AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, BA-PHALABORWA LOCAL MUNICIPALITY

FROM: _____ (Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorise the **Ba-Phalaborwa Local Municipality** to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ Date _____ Month _____ 20_____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder/Contractor

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date

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



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders Good standing

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)													
Trading name (if applicable)													
ID/Passport no							Company/Close Corp. registered no						
Income Tax ref no							PAYE ref no	7					
VAT registration no	4						SDL ref no	L					
Customs code							UIF ref no	U					
Telephone no	CODE			NUMBER			Fax no	CODE			NUMBER		
E-mail address													
Physical address													
Postal address													

Particulars of representative (Public Officer/Trustee/Partner)

Surname													
First names													
ID/Passport no							Income Tax ref no						
Telephone no	CODE			NUMBER			Fax no	CODE			NUMBER		
E-mail address													
Physical address													

MBD 4

O. DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / Persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder **YES** / **NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

Any other particulars:

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES** / **NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES** / **NO**
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....

2.8 Did you or your spouse, or any of the company's directors / **YES** / **NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:
.....
.....

2.9 Do you, or any person connected with the bidder, have **YES** / **NO**
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.
.....

.....
 2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES / NO

2.11.1 If so, furnish particulars:

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

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Pearsal Number

4. DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE. .

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

MBD 5

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

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

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

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

*YES / NO

.....
.....

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

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

2.2 If yes, provide particulars.

.....
.....

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, provide particulars.

.....
.....

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

*YES / NO

4.1 If yes, furnish particulars

.....
.....

* Delete if not applicable

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

MBD 6.1 (PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 80/20 PREFERENCE POINT SYSTEM)

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

1.3 Points for this bid shall be awarded for:

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

Specific Goals Categories (CSD will be used for verification)	Number of Points (80/20 system) 20 Points breakdown
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	

1. Black	2.5
2. Women	2.5
3. Youth	10
4. Disability	5
	20

- 1.5** Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6** The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

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

3.1.2. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2.** In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. Black	2.5	
2. Women	2.5	
3. Youth	10	
4. Disability	5	
	20	

Source Documents to be submitted with the Bid

- CIPC Document (Company Registration Document will be required for verification (CIPC DOC))
- Woman (ID Copies/CSD report)
- Youth (ID Copies/CSD report)

- People with Disability (Medical Certificate)
- Black Ownership (ID Copies/CSD report)

6. DECLARATION WITH REGARD TO COMPANY / FIRM

6.1 Name of company / firm: _____

6.2 Company registration number: _____

6.3 VAT registration number: _____

6.4 Type of company / firm:

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

[TICK APPLICABLE BOX]

6.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Street address of business: _____

Registered municipal account number: _____

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

UPGRADING AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

SURNAME AND NAME:.....

DATE:

ADDRESS:

.....

.....

.....

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS-

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

a) PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Specific goals;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract; ii) General Conditions of Contract; and iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF FIRM _____

DATE _____

WITNESSES

1.

2.

DATE:

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS**b) PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOALS	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES
1.
2.....

MBD 7.2

CONTRACT FORM – RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Specific goals
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract; ii) General Conditions of Contract; and iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

.....
 CAPACITY

.....
 SIGNATURE

.....
 NAME OF FIRM

.....
 DATE

.....
 NAME (PRINT)

WITNESSES	
1.	.....
2.	.....
DATE:	.....

CONTRACT FORM – RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	SPECIFIC GOALS	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.....

MBD 7.3

CONTRACT FORM – SALE OF GOODS/WORKS

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

d) PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder’s past SCM practices;
 - Special Conditions of Contract; ii) General Conditions of Contract; and iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF FIRM _____

DATE _____

WITNESSES	
1.	.....
2.	.....
DATE:	
.....	

CONTRACT FORM – SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.....

MBD 8

Q. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Procedure Document must form part of all Bidders invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The Bid of any Bidder may be rejected if that Bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Bid 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Bid Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	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:		
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

R. CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Procedure Document (MBD) must form part of all Bidders¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Bidding Procedure (or Bid rigging).² Collusive Bidding Procedure is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the Bid of any Bidder if that Bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the Bidding Procedure process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when Bidders are considered, reasonable steps are taken to prevent any form of Bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the Bid:

¹ Includes price quotations, advertised competitive Bidders, limited Bidders and proposals.

² Bid rigging (or collusive Bidding Procedure) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Bidding Procedure process. Bid rigging is, therefore, an agreement between competitors not to compete.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION (CONTINUE)

I, the undersigned, in submitting the accompanying Bid:

(Bid Number and Description)

in response to the invitation for the Bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying Bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying Bid has been authorized by the Bidder to determine the terms of, and to sign, the Bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a Bid in response to this Bid invitation;
 - (b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
6. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive Bidding Procedure.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a Bid;
- (e) the submission of a Bid which does not meet the specifications and conditions of the Bid; or
- (f) Bidding Procedure with the intention not to win the Bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.
9. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bidders and contracts, Bidders 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

.....
Position

.....
Name of Bidder

S. COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Bidders are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations?		YES	/	NO
2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).				
3. Does the Contractor have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees?		YES	/	NO

4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept?	YES	/	NO
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?	YES	/	NO
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV.	YES	/	NO
7. Does the Contractor have trained first aid employees? If yes, indicate, who.	YES	/	NO
8. Does the Contractor have a safety induction-training programme in place? (If yes, provide a copy)	YES	/	NO

Signature of Bidder:

Date:

U. PREFERENCE SCHEDULE

Acceptable Bids will be evaluated using a system that awards points on the basis of Bid price and the meeting of specific goals. **Failure on the part of a Bidder to sign this form will be interpreted to mean that point preference is not being claimed.**

The acceptable Bidder obtaining the highest number of points will be awarded the contract. For Bids with a Bid amount equal to or below R 50 000 000 a maximum of 80 points is allocated for price and a maximum of 20 points for specific goals. For Bids with a Bid amount above R 50 000 000 a maximum of 90 points is allocated for price and a maximum of 10 points for specific goals.

The points for the meeting of specific goals may only be awarded to an enterprise which is a legal entity, registered as an income tax payer with the South African Revenue Services, and which is an independent and operating enterprise which performs commercially useful functions as set out below. Points can be denied where an enterprise subcontract more than 25% of the value of the contract (excluding SMME's and emerging contractors and materials) at the time of award, exclusive of all VAT, allowances for contingencies, escalation and provisional sums, to other entities.

DEFINITIONS

“**Acceptable Bid**” means any Bid which, in all respects, complies with the conditions of Bid and specifications as set out in the Bid document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation.

“**Council**” refers to the Ba-Phalaborwa Local Municipality.

“**Equity ownership**” refers to the percentage ownership and control, exercised by individuals within an enterprise.

“**SMME's**” (small, medium and micro enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).

Bids are adjudicated in terms of Ba-Phalaborwa Local Municipality Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and General Criteria

- Bids will be adjudicated in terms of inter alia:
- Compliance with Bid conditions
- Technical specifications

If the Bid does not comply with the Bid conditions, the Bid may be rejected. If technical specifications are not met, the Bid may also be rejected.

With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE BID**, for example:

- Pages to be completed, removed from the Bid document, and have therefore not been submitted.
- Failure to complete the schedule of quantities as required – only lump sums provided.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, eg. pencil.
- Failure to attend compulsory site inspections
- The Bid has not been properly signed by a party having the authority to do so, according to **Authority for Signatory form**
- No authority for signatory submitted.
- Particulars required in respect of the Bid have not been provided – non-compliance of Bid requirements and/or specifications.
- The Bidder's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Bid has been submitted after the relevant closing date and time
- Each page of the Contract portion of this Bid document must be initialled by the authorised person in order for the document to constitute a proper Contract between the Employer (Ba-Phalaborwa Local Municipality) and the undersigned.
- If any municipal rates and taxes or municipal service charges owed by that Bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Bidder that performance was unsatisfactory.

2. **Size of enterprise and current workload**

Evaluation of the Bidder's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

3. **Staffing profile**

Evaluation of the Bidder's position in terms of:

- Staff available for this contract being Bided for
- Qualifications and experience of key staff to be utilised on this contract

4. **Previous experience**

Evaluation of the Bidder's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

5. **Financial ability to execute the contract:**

Evaluation of the Bidder's financial ability to execute the contract. Emphasis will be placed on the following:

- Professional indemnity

- Contact the Bid's bank manager to assess the Bidder's financial ability to execute the contract and the Bidder hereby grants his consent for this purpose.

6. Good standing with SA Revenue Services

- Determine whether an original valid tax clearance certificate has been submitted.
- The Bidder must affix an original valid Tax Clearance Certificate to the second page of the Bid document.

If the Bid does **not** meet the requirements contained in the **Ba-Phalaborwa Local Municipality Procurement Policy**, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

7. Penalties

The **Ba-Phalaborwa Local Municipality** will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Departmental Head, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Bidder.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Bid.
- Restrict the contractor, its shareholders and directors on obtaining any business from the Ba-Phalaborwa Local Municipality for a period of 5 years.

8. List all shareholders by name, identity number, citizenship, status, ownership, as relevant

Name	ID Number	Date obtained South African citizenship	HDI status				Youth Yes/No	Percentage equity ownership, or in the case of a joint venture, the percentage of the contract to be managed or executed by targeted persons (%)
			No franchise in national elections (black persons)		Women Yes/No	Disabled person Yes/No		
			PPG (African)	Coloured, Indian				

8.1.1 How long has the entity been in existence?

8.1.2 Describe principal business activities:

.....

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the bidder confirms that he / she understands the conditions under which such preferences are granted and confirms that the bidder satisfies the conditions pertaining to the granting of bid preferences.

Signature :

Name :

Duly authorised to sign on behalf of :

Telephone :

Fax :

Date :

V. CERTIFICATE OF COMPANY REGISTRATION

Important note to Tenderer

Insert here the applicable Registration certificate for:

- **Companies (attach company registration and copies of share certificate)or;**
- **Close corporations (attach CK2 Registration form from CIPIC)or;**
- **Partnership or;**
- **ID documents for Sole Proprietors or;**
- **In the case of Joint Venture, a copy of a duly signed Joint venture agreement must be included (attach registration certificate for each partner as applicable)**

X. DAY WORK SCHEDULE

This Day work Schedule shall be used for the valuation of any additional or substituted work which cannot conveniently be valued at the rates and prices submitted in the schedule of quantities.

In respect of labour and materials used in the additional or substituted work not covered in the Day work Schedule the Contractor shall be paid the actual cost plus the percentage allowance stated in the schedule of quantities.

The Tenderer shall quote hereunder rates which shall apply for payment purposes if the Engineer orders additional or substituted work to be carried out on a day work basis and shall therefore be in accordance with the requirements of clause 6.5.1 of the General Conditions of Contract.

1. LABOUR AND MATERIALS

Rates and prices entered in the schedule shall be held to allow for net cost of labour and materials delivered to site respectively with the percentage allowances stated in the schedule of quantities.

2. PLANT AND EQUIPMENT

The Tenderers shall list all major items of plant and equipment to be used on the works and which may be required for use on day works. The proposed hire rates of these items shall be entered against each type of machine, such rates to include for all relevant costs of plant hire inclusive of fuels and lubricants but exclusive of labour charges for the operators, which will be paid for under sub-clause (1) above.

The rates for plant items not listed in the schedule will be the ruling plant hire rates, inclusive of fuels and lubricants but exclusive of labour charges for the operators, inclusive of a 7,5% handling charge. It is therefore in the Tenderers interest to ensure that the list is complete.

Should there be insufficient space on the pages provided; the Bidder shall add further pages as required.

THE RATES FOR THE PLANT AND EQUIPMENT MENTIONED IN THE SCHEDULE SHALL BE FILLED IN FOR THE ITEMS REQUESTED. SHOULD AN ITEM BE OMITTED IT SHALL BE DEEMED TO HAVE BEEN INCLUDED IN THE OTHER DAYWORKS RATES.

A. LABOUR

DESIGNATION		RATE	
		R	C
Foreman	per hour		
Plant Operators	per hour		
Truck Drivers	per hour		
Labour - unskilled	per hour		
- semi-skilled	per hour		
- skilled	per hour		

B. MATERIALS

DESIGNATION		RATE	
		R	C
Cement	per 50 kg pocket delivered		
Concrete Sand	per m ³ delivered		
Concrete Aggregate	per m ³ delivered		

C. TRANSPORT

DESIGNATION	RATE	
	R	C
Per cubic metre kilometre		

D. PLANT AND EQUIPMENT

ITEM	DESCRIPTION	NON-WORKING RATE*		OPERATING RATE		PER UNIT
		R	c	R	C	
	TLB					
	Water cart					
	LDV					
	Compactor					
	Vibrating Roller					
	Concrete mixer (litres specified)					
	Tractor & Trailer					
	Excavator					
	Front-end loaders					
	Trucks (m ³ specified)					
	Water truck (litres specified)					
	Grader					

*Only applicable on authority of the Engineer

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

PART C4: SITE INFORMATION

BA-PHALABORWA LOCAL MUNICIPALITY

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BA-PHALABORWA LOCAL MUNICIPALITY

UPGRADING OF AUBREY CARWASH FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Tender No: 24/23/24: UPGRADING AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS.

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

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder 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 bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Block: Bidder	
Signature	Date
Name	
Capacity	
Name of organization	
Address of organization	
.....	
Signature of witness	Date
Name of witness	



Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder'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 bidder's offer shall form an agreement between the employer and the bidder 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 bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The bidder 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) for 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 fulfill 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 bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Block: Employer	
Signature	Date
Name	
Capacity	
For the Employer:	Municipal Manager Ba-Phalaborwa Local Municipality
Signature of witness	Date
Name of witness	

BA-PHALABORWA LOCAL MUNICIPALITY

C.1.2 Contract Data

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C.1.2.1. Part 1: Data provided by the Employer

C.1.2.1.1 Conditions of Contract

The Conditions of Contract are:

- the “General Conditions of Contract” as they appear in the commercially-available publication “General Conditions of Contract for Construction Works, Third Edition, 2015”, hereinafter referred to as “GCC 2015”; and
- Specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015 that applies to this Contract, available from its publisher:

South African Institution of Civil Engineering
Private Bag X200
Halfway House
1685
South Africa

Tel +27 (0)11 805 5947

The following Notes apply:**Note 1**

The GCC 2015 makes several references to the Contract Data.

Each item of data below is cross-referenced to the clause in the Conditions of Contract to which it applies. Notwithstanding anything specified to the contrary, the Contract Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the GCC 2015.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following order of precedence:

- (a) The Form of Offer and Acceptance.
- (b) Amendments to the General Conditions of Contract within the Contract Data.
- (c) Additional conditions to the General Conditions of Contract within the Contract Data.
- (d) Corrigenda to the General Conditions of Contract.
- (e) The General Conditions of Contract.
- (f) The Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer needs to be contacted to issue any necessary clarification or instruction.

Note 2

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document.

C.1.2.1.2 Contract-specific Data

The following contract-specific data, referring to the General Conditions of Contract, are applicable to this Contract:

C.1.2.1.2.1 Compulsory Data

Clause	Data
1.1.1.13	The Defects Liability Period is 12 months
1.1.1.14	The time for achieving Practical Completion is 12 months
1.1.1.15	The name of the Employer is Ba-Phalaborwa Local Municipality
1.1.1.26	The Pricing Strategy of a Re-measurement Contract shall apply
1.2.1.2	<p>The address of the Employer is:</p> <p>Physical address: Main Office Ba-Phalaborwa Local Municipality CNR Nelson Mandela and Selate Street Phalaborwa 1390</p> <p>Postal address: Ba-Phalaborwa Local Municipality Private Bag X01020 Phalaborwa 1390</p> <p>e-mail address:</p> <p>Contact numbers: Tel: (015) 780 6418 Fax: (015) 781 0726</p>

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

Clause	Data																																																				
1.1.1.16	The name of the Employers Agent is: Tshashu Consulting and Project Managers																																																				
1.2.1.2	<p>The address of the Employers Agent is:</p> <p>Physical address: Unit 7 – Office 3-4 Pro Limpopo Building 371 De Wet Drive Bendor, Polokwane 0700</p> <p>Postal address: P O Box 5617 Polokwane-North; 0750</p> <p>e-mail address: admin@tsconsulting.co.za</p> <p>Contact number: (015) 291 4365 Fax: (015) 291 5392</p>																																																				
3.3.1	<p>The Employers Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:</p> <table border="1"> <thead> <tr> <th>GCC Clause No</th> <th>Description</th> <th>Requires EWA*</th> <th>Delegated to ER*</th> </tr> </thead> <tbody> <tr> <td>3.3.1</td> <td>Employers Agent's Representative appointment and termination</td> <td>Y</td> <td></td> </tr> <tr> <td>3.3.4</td> <td>Employers Agent's Representative acting on Engineer's behalf</td> <td>Y</td> <td></td> </tr> <tr> <td>4.5.4</td> <td>Payment for notices and fees</td> <td>Y</td> <td></td> </tr> <tr> <td>4.7.1</td> <td>Fossils, etc on Site</td> <td>Y</td> <td></td> </tr> <tr> <td>5.7.2</td> <td>Work at night</td> <td>Y</td> <td></td> </tr> <tr> <td>5.7.3</td> <td>Acceleration of rate of progress</td> <td>Y</td> <td></td> </tr> <tr> <td>5.7.3</td> <td>Payment for acceleration</td> <td>Y</td> <td></td> </tr> <tr> <td>5.9.1</td> <td>Instructions and drawings on Commencement Date</td> <td></td> <td>Y</td> </tr> <tr> <td>5.11.1</td> <td>Suspension of the Works</td> <td></td> <td>Y</td> </tr> <tr> <td>5.11.3</td> <td>Proceeding with Works after suspension</td> <td>Y</td> <td></td> </tr> <tr> <td>5.12.4</td> <td>Acceleration instead of extension of time</td> <td>Y</td> <td></td> </tr> <tr> <td>5.13.2</td> <td>Reduction in penalty</td> <td></td> <td>Y</td> </tr> </tbody> </table>	GCC Clause No	Description	Requires EWA*	Delegated to ER*	3.3.1	Employers Agent's Representative appointment and termination	Y		3.3.4	Employers Agent's Representative acting on Engineer's behalf	Y		4.5.4	Payment for notices and fees	Y		4.7.1	Fossils, etc on Site	Y		5.7.2	Work at night	Y		5.7.3	Acceleration of rate of progress	Y		5.7.3	Payment for acceleration	Y		5.9.1	Instructions and drawings on Commencement Date		Y	5.11.1	Suspension of the Works		Y	5.11.3	Proceeding with Works after suspension	Y		5.12.4	Acceleration instead of extension of time	Y		5.13.2	Reduction in penalty		Y
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UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

Clause	Data			
	6.3.1	Variation orders	Y	
	6.3.2.1	Confirmation of a Variation Order	Y	
	6.4.1.4	Day works as a Variation Order	Y	
	6.5.2	Materials for day works	Y	
	6.8.2	Contract Price Adjustment to apply	Y	
	6.8.3	Price adjustment for special material	Y	
	6.8.4	Costs due to changes in legislation	Y	
	6.11.1	Variations exceeding 20%		Y
	8.2.2.2	Damage due to excepted risks		Y
	10.1.5	Consultation on Contractor's claim	Y	Y
	10.1.5	Ruling on Contractor's claim	Y	N
	<p>*The following abbreviations apply:</p> <p>EAR Employers Agent's Representative EAWA Employers Agent's Written Action N No NA Not Applicable Y Yes</p>			
4.9.1	The Contractor shall deliver to the Employers Agent's, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.			
4.10.2	The Contractor shall deliver to the Employers Agent's, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.			

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

Clause	Data
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3) A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). Initial programme (Refer to Clause 5.6). Security (Refer to Clause 6.2). Insurance (Refer to Clause 8.6).</p>
5.3.2	<p>The time to submit the documentation required before commencement with Works execution is 14 Days.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.</p>
5.8.1	<p>The non-working Days are Sundays.</p> <p>The special non-working Days are: Statutory public holidays; and All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC),</p>
	<p>and which commence after the Commencement Date and which commence before the Due Completion Date.</p>
5.13.1	<p>The penalty for failing to complete the Works is 0,1 percent of contract price per calendar day.</p>
5.16.3	<p>The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion.</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is: 50 per cent for labour; and 15 per cent for materials.</p>

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

Clause	Data																				
6.8.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of “x” is 0,150 The values of the co-efficient are:</p> $(1 - x) \left[\frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ <p>Fixed : Estimate less than R10 000 000 or period less than 6 months</p> <table border="0" data-bbox="276 638 1359 828"> <thead> <tr> <th></th> <th>New Road Construction</th> <th>Rehabilitation</th> <th>Concrete Work (major structures only)</th> </tr> </thead> <tbody> <tr> <td>a =</td> <td>0,20</td> <td>0,20</td> <td>0,15</td> </tr> <tr> <td>b =</td> <td>0,40</td> <td>0,35</td> <td>0,20</td> </tr> <tr> <td>c =</td> <td>0,25</td> <td>0,35</td> <td>0,55</td> </tr> <tr> <td>d =</td> <td>0,15</td> <td>0,10</td> <td>0,10</td> </tr> </tbody> </table> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area nearest to the Site as specified by the Engineer in the Appendix to the Tender and as published in the Statistical News Release, P0141, Table 7.1 (previously P0141.1 Table 21) of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant Index” as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the “Civil Engineering Materials Index” as published in the Statistical News Release P0142.1, Table 11 (previously P0142.1 Table 15) of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the “Diesel at wholesale level – Coast/Witwatersrand Index” as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is Phalaborwa</p> <p>The base month is SEPTEMBER 2024(<i>The calendar month during which tender closed</i>)</p>		New Road Construction	Rehabilitation	Concrete Work (major structures only)	a =	0,20	0,20	0,15	b =	0,40	0,35	0,20	c =	0,25	0,35	0,55	d =	0,15	0,10	0,10
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Clause	Data
6.8.3	<p>The following are special materials: Bitumen binder extracted from petroleum-based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.</p> <p>The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 6.8.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).</p>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.
6.10.3	<p>The limit of retention money is 10% of the value of the Contract Price. A Retention Money Guarantee is compulsory. A penalty will be applied for non-delivery of the Retention Money Guarantee as required. The penalty will be 10% of the value of the completion Retention Money Amount per calendar month for late delivery of the said Retention Money Guarantee.</p>
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is nil .
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is a maximum of 0% (Zero percent) of the Contract Sum.
8.6.1.3	The limit of indemnity for liability insurance is equal to the contract amount.
10.5.1	Dispute resolution shall be by standing adjudication board as per use of GCC 2015, Appendix 5.
10.7.1	The determination of disputes shall be by arbitration.
Payment for labour-intensive component of the works	<p>Payment for labour-intensive component of the works</p> <p><i>Payment for works identified in the Scope of Works 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 payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</i></p>
Linkage of payment for labour-intensive on submission of project data	<p>Linkage of payment for labour-intensive component of works to submission of project data</p> <p><i>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.</i></p>

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

Clause	Data
Applicable Labour Laws	Applicable Labour Laws <i>The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</i>

Expanded Public Works Programme (EPWP) labour intensive specification**3.1. Labour Regulations****3.1.1 Payment for the labour-intensive component of the works**

Payment for works identified in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

3.1.2 Applicable labour laws

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R347 of 4 May 2012, as reproduced below, shall apply to works described in the scope of work as being labour.

3.1.3 Introduction

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

In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “worker” means any person working in an elementary occupation on a EPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

3.1.4 Terms of Work

3.1.4.1 Workers on a EPWP are employed on a temporary basis or Contract Basis.

3.1.5 Normal Hours of Work

3.1.5.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

3.1.5.2 An employer and worker may agree that a worker will work four days per week. The worker may then

work up to ten hours per day.

3.1.5.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

3.1.6 Meal Breaks

3.1.6.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

3.1.6.2 An employer and worker may agree on longer meal breaks.

3.1.6.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

3.1.6.4 A worker is not entitled to payment for the period of a meal break.

However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

3.1.7 Special Conditions for Security Guards

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

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

3.1.8 Daily Rest Period

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

3.1.9 Weekly Rest Period

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

3.1.10 Sick Leave

3.1.10.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

3.1.10.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

- 3.1.10.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 3.1.10.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 3.1.10.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 3.1.10.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 3.1.10.7 An employer must pay a worker sick pay on the worker's usual payday.
- 3.1.10.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period.
- 3.1.10.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 3.1.10.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.
- 3.1.11 Maternity Leave**
- 3.1.11.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 3.1.11.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 3.1.11.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 3.1.11.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 3.1.11.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 3.1.11.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 3.1.12 Family responsibility leave**
- 3.1.12.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
- (a) when the employee's child is born;
 - (b) when the employee's child is sick;
 - (c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

3.1.13 Statement of Conditions

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

- 3.1.13.1 An employer must give a worker a statement containing the following details at the start of employment –
- (a) the employer's name and address and the name of the EPWP;
 - (b) the tasks or job that the worker is to perform; and
 - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (d) the worker's rate of pay and how this is to be calculated;
 - (e) the training that the worker will receive during the EPWP.
- 3.1.13.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 3.1.13.3 An employer must supply each worker with a copy of these conditions of employment.
- 3.1.14 Keeping Records**
- 3.1.14.1 Every employer must keep a written record of at least the following –
- (a) the worker's name and position on the signed contract, certified ID copies and daily signed attendance register;
 - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (c) in the case of a time-rated worker, the time worked by the worker;
 - (d) payments made to each worker and worker has signed to acknowledge the payment.
- 3.1.14.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.
- 3.1.15 Payment**
- 3.1.15 .1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 3.1.15.2 a worker may not be paid less than the minimum EPWP wage rate of **R.....** per day or per task. This will be adjusted annually on the 1st of November in line with inflation (Available CPI as provided by StatSA six (6) weeks before implementation)
- 3.1.15 .3 A task-rated worker will only be paid for tasks that have been completed.
- 3.1.15 .4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 3.1.15 .5 A time-rated worker will be paid at the end of each month.
- 3.1.15 .6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 3.1.15 .7 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- 3.1.15 .8 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;

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- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

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

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

3.1.16 Deductions

3.1.16.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law. i.e UIF

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

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

3.1.16.4 An employer may not require or allow a worker to –

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

3.1.17 Health and Safety

3.1.17.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

3.1.17.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the EPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

3.1.18 Compensation for Injuries and Diseases

3.1.18 .1 it is the responsibility of the contractor to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

3.1.18 .2 A worker must report any work-related injury or occupational disease to their employer or manager.

3.1.18 .3 The employer must report the accident or disease to the Compensation Commissioner.

3.1.18 .4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

3.1.19 Termination

3.1.15.1 The employer may terminate the employment of a worker for good cause after following a fair

procedure.

- 3.1.19.2 A worker will not receive severance pay on termination.
- 3.1.19.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 3.1.19.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 5.1.19.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

3.1.20 Certificate of Service

- 3.1.20.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
 - (b) the name and address of the employer;
 - (c) the EPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the EPWP;
 - (f) the period for which the worker worked on the EPWP;
 - (g) any other information agreed on by the employer and worker.

3.1.21 Contractor's default in payment to Labourers and Employees

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

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

3.1.22 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.

3.1.23 Reporting

The Contractor should submit the following at the beginning of the Contract:

- (a) Contracts of all the workers employed on the contracts including their certified identity documents;
- (b) Proof of Registration for COIDA and UIF;
- (c) OHS Files

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

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- 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

3.2 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 3CE and higher 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 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1GB, 2 GB, 3 GB and 4 GB shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

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 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	
Site Agent / Manager (i.e. the contractor's most senior representative)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

that is resident on the site)			
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3.2 Employment of unskilled and semi-skilled workers in labour-intensive works – According to SANS 1914-5.

3.2.1 Requirements for the sourcing and engagement of labour.

3.2.1.1 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.

3.2.1.2 The rate of pay set for the EPWP per task or per day is **R /day or/task** as set out by the Ba-Phalaborwa Local Municipality.

3.2.1.3 Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

3.2.1.4 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 3.2.1.3.

3.2.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that has less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those that are not in receipt of any social security pension income

3.2.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

3.3 Specific provisions pertaining to SANS 1914-5

3.3.1 Definitions

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

3.3.2 Contract participation goals

3.3.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

- 3.3.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

3.3.3 Terms and conditions for the engagement of targeted labour

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

3.3.4 Variations to SANS 1914-5

- 3.3.4.1 The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- 3.3.4.2 The schedule referred to in 3.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

3.3.5 Training of targeted labour

- 3.3.5.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 3.3.5.2 The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- 3.3.5.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works–Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026.
- 3.3.5.4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
- 3.3.5.5 The contractor shall do nothing to dissuade targeted labour from participating in training programmes.
- 3.3.5.6 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 3.3.5.1 to 3.3.5.5 above.
- 3.3.5.7 Proof of compliance with the requirements of 3.3.5.1 to 3.3.5.5 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

C.1.2.1.2.2 Variations to the General Conditions of Contract

Clause	Data
2.5.1	<p>Cession Amend Clause 2.5.1 as follows:</p> <p>Delete the words "without the written consent of the other"</p>
5.14.5.1	<p>Consequences of Completion Amend Clause 5.14.5.1 as follows:</p> <p>In the second line, substitute the word 'Guarantor' with 'Contractor'.</p>
6.2	<p>Security Replace Sub-Clauses 6.2.1 and 6.2.2 with:</p> <p>"The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data, a Demand Guarantee, of an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or of a registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity subject to the approved of the Employer, and shall conform in all respects to the format contained in the Contract Data.</p> <p>The security to be provided by the Contractor shall be a Demand Guarantee of 10% of the Contract Sum.</p> <p>Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.</p> <p>Failure to produce an acceptable Demand Guarantee within the period stated in the Contract Data, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to Sub-clause 9.2.2.5 as amended in the Contract Data."</p>
6.3	<p>Variations Amend Clause 6.3, as follows:</p> <p>In the first paragraph, third line, after the words "or for any reason appropriate", add the phrase ", including the limiting of contract expenditure so as not to exceed the Employer's budgeted project funding, "</p> <p>Add the following phrase to the last paragraph of Clause 6.3.1.6, after the words "ascertaining the amount of the Contract Price":</p> <p>", and no such variation shall give reason for consideration of any claim in terms of Clause 6.11."</p>
6.3.2	<p>Orders for Variations to be in writing Omit the words "Provided that" under Clause 6.3.2 and omit Clause 6.3.2.1.</p>

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Clause	Data
6.9.2	<p>Definition of “materials” Amend Clause 6.9.2, as follows:</p> <p>Substitute the word ‘plant’ with ‘Plant’.</p>
6.10.1	<p>Interim Payments Amend Clause 6.10.1.5 as follows:</p> <p>In the third line, add the words ‘not yet’ before the words ‘built into’</p>
6.10.5	<p>Payment of retention money Amend Clause 6.10.5 as follows:</p> <p>In the second line, add the words ‘, if any,’ after the words ‘Defects Liability Period’</p>
6.10.6	<p>Set-off and delayed payments Amend Clause 6.10.6.2 as follows:</p> <p>Delete the words ‘Contractor’s Bank’ and substitute with the words ‘Employer’s Bank’</p>
6.11	<p>Variations exceeding 15 per cent Replace the marginal heading with:</p> <p>“Variations exceeding 20 per cent”</p> <p>Replace “15 per cent” with “20 per cent” in the text of this Sub-Clause</p>
7.8.2	<p>Cost of making good of defects Amend Clause 7.8.2.1 as follows:</p> <p>In the first line, correct the spelling of ‘therefore’.</p>
8.3.1	<p>Excepted risks Amend Clause 8.3.1.12 as follows:</p> <p>In the second line, delete the words ‘Employer or any of their’ and substitute with ‘or any of its’.</p>
8.6.6	<p>Contractor to produce proof of payment</p> <p>“The Contractor shall before commencement of the Works produce to the Employer’s Agent:</p> <p>8.6.6.1 The policies by which the insurances are effected,</p> <p>8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and</p> <p>8.6.6.3 Proof of continuity of the policies for the required period.</p>

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Clause	Data
	<p>Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.</p> <p>The Employer's Agent shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.6."</p>
8.6.7	<p>Remedy on Contractor's failure to insure</p> <p><i>Delete sub-clause 8.6.7 and substitute with:</i></p> <p>"Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2, as amended in the Contract Data."</p>
9.1.2	<p>State of emergency</p> <p><i>In the <u>fourth</u> line, delete the words 'supply of' and substitute with 'availability of'.</i></p>
9.2	<p>Termination by Employer</p> <p><i>Delete the contents of Clause 9.2 and substitute with:</i></p> <p>"9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:</p> <p>9.2.1.1 Sequestration of the Contractor's estate is ordered by a Court with due jurisdiction, or</p> <p>9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods, or</p> <p>9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Engineer, a gratuity or reward or commission, or</p> <p>9.2.1.4 The Contractor furnished materially inaccurate information in his Tender, which had a bearing on the award of the Contract, or</p> <p>9.2.1.5 The Contractor has abandoned the Contract.</p> <p>9.2.2 If the Contractor:</p> <p>9.2.2.1 Has failed to commence the Works in terms of Clause 10 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed, or</p>

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Clause	Data
	9.2.2.2 Has failed to provide the Guarantee in terms of Clause 7 within the time stipulated in the Contract Data, or
	<p>9.2.2.3 Has failed to proceed with the Works with due diligence, or</p> <p>9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions, or</p> <p>9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or</p> <p>9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary, sublet any part of the Contract, or</p> <p>9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing,</p> <p>then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer</p> <p>may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Engineer by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.</p> <p>9.2.3 If the Contractor, having been given notice to rectify a default in terms of 9.2.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word 'writing' in Clause 9.2.2.7 above.</p>

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Clause	Data
	<p>9.2.4 Should the amounts that the Employer must pay to complete the Works, exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer.”</p>

C.1.2.1.2.3 Additional clauses to the General Conditions of Contract:

Clause	Data
1.1	<p>Definitions</p> <p><i>Add the following at the end of Sub-Clause 1.1.1:</i></p> <p>1.1.1.35 “Client”, as used in the Occupational Health and Safety Act - Construction Regulations, means Employer.</p> <p>1.1.1.36 “Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.</p>
4.12	<p>Contractor’s superintendence</p> <p><i>Add the following sub-clause 4.12.4 to Clause 4.12:</i></p> <p>“Where a form is included in the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Construction Manager on this Contract in the space provided therefore. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered on the form.</p> <p>The Contractor’s Construction Manager shall be on Site at all times when work is being performed.</p> <p>The person shall be subject to approval of the Employers Agent’s in writing and shall not be replaced or removed from Site without the written approval of the Employers Agent’.</p>

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Clause	Data
5.6	<p>Programme</p> <p><i>Add the following sub-clause 5.6.6 to Clause 5.6:</i></p> <p>“Failure on the part of the Contractor to deliver to the Employers Agent, the</p> <ul style="list-style-type: none"> • programme of the Works in terms of Clause 5.6.1 and • supporting documents in terms of Clause 5.6.2 <p>Within the period stated in the Contract Data, shall be sufficient cause for the Engineer to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.</p>
5.9.7	<p>Employers Agent’s to approve Contractor’s Designs and Drawings</p>

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Clause	Data
	<p><i>Add the following at the end of Sub-Clause 5.9.7</i></p> <p>“All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.</p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employers Agent’s, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict”.</p>
5.11	<p>Suspension of the Works</p> <p><i>Add the following sub-clause 5.11.7 to Clause 5.11:</i></p> <p>“If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days’ notice to the Employer, suspend the progress of the Works.</p> <p>The Contractor’s action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.</p> <p>If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable.”</p>
5.12	<p>Extension of Time for Practical Completion</p> <p><i>Add the following at the end of Sub-Clause 5.12.2.2:</i></p>

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Clause	Data
	<p>“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:</p> $V = (Nw - Nn) + \frac{Rw - Rn}{x}$ <p>where</p>
	<p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded</p> <p>Rw = Actual recorded rainfall for the calendar month</p> <p>Rn = Average rainfall for the calendar month, as derived from existing rainfall records</p> <p>x = 20</p>
	<p>The rainfall records which shall provisionally be accepted for calculation purposes are:</p> <p>Based on records taken at: Rainfall Station : Phalaborwa Years of record: 2006 – 2016</p>

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

Clause	Data																																																																																																																																																																																																																													
	<p>Table 1 – RAINFALL RECORDS FOR PERIOD: <u>2006–2016</u></p> <p>RAINFALL STATION: Phalaborwa Lat: 23.8570 Lon: 29.451 Height 1226 m</p> <p>Average No of Days with Rainfall exceeding 10mm: 9.8 days/year</p> <p>Average Rainfall: 488.6 mm/year station no: 0677802BX</p> <table border="1"> <thead> <tr> <th>MON</th> <th>AVE</th> <th>ST</th> <th>N DAY</th> <th>NUM</th> <th>1</th> <th>5.1</th> <th>10.1</th> <th>20.1</th> <th>50.1</th> <th>100.1</th> <th>MAX R</th> <th>MAX RAIN</th> </tr> <tr> <th>MON</th> <th></th> <th>DEV</th> <th>RAIN</th> <th>MON</th> <th>5</th> <th>10</th> <th>20</th> <th>50</th> <th>100</th> <th>900</th> <th>DAY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>MON</td> <td>AVE</td> <td>ST</td> <td>N DAY</td> <td>NUM</td> <td>1</td> <td>5.1</td> <td>10.1</td> <td>20.1</td> <td>50.1</td> <td>100.1</td> <td>MAX R</td> <td>MAX RAIN</td> </tr> <tr> <td>MON</td> <td></td> <td>DEV</td> <td>RAIN</td> <td>MON</td> <td>5</td> <td>10</td> <td>20</td> <td>50</td> <td>100</td> <td>900</td> <td>DAY</td> <td>DATE</td> </tr> <tr> <td>JAN</td> <td>65.9</td> <td>39.3</td> <td>65.9</td> <td>11</td> <td>3.4</td> <td>2.1</td> <td>1.3</td> <td>0.7</td> <td>0</td> <td>0</td> <td>38</td> <td>1/18/2013</td> </tr> <tr> <td>FEB</td> <td>47.3</td> <td>49.7</td> <td>47.3</td> <td>11</td> <td>1.6</td> <td>0.9</td> <td>1.1</td> <td>0.6</td> <td>0</td> <td>0</td> <td>49</td> <td>2/26/2006</td> </tr> <tr> <td>MAR</td> <td>58.4</td> <td>33.2</td> <td>58.4</td> <td>11</td> <td>3</td> <td>1.3</td> <td>1.1</td> <td>0.7</td> <td>0.1</td> <td>0</td> <td>51.5</td> <td>3/27/2006</td> </tr> <tr> <td>APR</td> <td>43.3</td> <td>46.6</td> <td>43.3</td> <td>11</td> <td>1.5</td> <td>1</td> <td>0.7</td> <td>0.5</td> <td>0.1</td> <td>0</td> <td>68</td> <td>4/4/2011</td> </tr> <tr> <td>MAY</td> <td>10.4</td> <td>14</td> <td>10.4</td> <td>11</td> <td>0.5</td> <td>0.4</td> <td>0.3</td> <td>0.1</td> <td>0</td> <td>0</td> <td>29.2</td> <td>5/8/2009</td> </tr> <tr> <td>JUN</td> <td>1.7</td> <td>3.6</td> <td>1.7</td> <td>11</td> <td>0.3</td> <td>0</td> <td>0.1</td> <td>0</td> <td>0</td> <td>0</td> <td>12</td> <td>6/10/2009</td> </tr> <tr> <td>JUL</td> <td>2.4</td> <td>4.3</td> <td>2.4</td> <td>11</td> <td>0.3</td> <td>0.1</td> <td>0.1</td> <td>0</td> <td>0</td> <td>0</td> <td>12.1</td> <td>7/4/2007</td> </tr> <tr> <td>AUG</td> <td>2.3</td> <td>5.6</td> <td>2.3</td> <td>11</td> <td>0.2</td> <td>0</td> <td>0.1</td> <td>0</td> <td>0</td> <td>0</td> <td>19.2</td> <td>8/15/2011</td> </tr> <tr> <td>SEP</td> <td>6.6</td> <td>8.2</td> <td>6.6</td> <td>11</td> <td>0.4</td> <td>0.4</td> <td>0.1</td> <td>0.1</td> <td>0</td> <td>0</td> <td>22.5</td> <td>9/4/2015</td> </tr> <tr> <td>OCT</td> <td>48.1</td> <td>29.5</td> <td>48.1</td> <td>11</td> <td>1.5</td> <td>0.7</td> <td>1.4</td> <td>0.6</td> <td>0</td> <td>0</td> <td>38.2</td> <td>10/29/2009</td> </tr> <tr> <td>NOV</td> <td>97.7</td> <td>40.5</td> <td>97.7</td> <td>11</td> <td>3.1</td> <td>2</td> <td>1.3</td> <td>1.5</td> <td>0.2</td> <td>0</td> <td>65.5</td> <td>11/12/2008</td> </tr> <tr> <td>DEC</td> <td>104.6</td> <td>56.3</td> <td>104.6</td> <td>11</td> <td>3.8</td> <td>1</td> <td>1.7</td> <td>1.9</td> <td>0.1</td> <td>0</td> <td>55</td> <td>12/16/2014</td> </tr> <tr> <td>YR</td> <td>488.6</td> <td></td> <td>67.9</td> <td></td> <td>19.5</td> <td>9.8</td> <td>9.2</td> <td>6.8</td> <td>0.5</td> <td>0</td> <td>488.6</td> <td></td> </tr> </tbody> </table>	MON	AVE	ST	N DAY	NUM	1	5.1	10.1	20.1	50.1	100.1	MAX R	MAX RAIN	MON		DEV	RAIN	MON	5	10	20	50	100	900	DAY	DATE	MON	AVE	ST	N DAY	NUM	1	5.1	10.1	20.1	50.1	100.1	MAX R	MAX RAIN	MON		DEV	RAIN	MON	5	10	20	50	100	900	DAY	DATE	JAN	65.9	39.3	65.9	11	3.4	2.1	1.3	0.7	0	0	38	1/18/2013	FEB	47.3	49.7	47.3	11	1.6	0.9	1.1	0.6	0	0	49	2/26/2006	MAR	58.4	33.2	58.4	11	3	1.3	1.1	0.7	0.1	0	51.5	3/27/2006	APR	43.3	46.6	43.3	11	1.5	1	0.7	0.5	0.1	0	68	4/4/2011	MAY	10.4	14	10.4	11	0.5	0.4	0.3	0.1	0	0	29.2	5/8/2009	JUN	1.7	3.6	1.7	11	0.3	0	0.1	0	0	0	12	6/10/2009	JUL	2.4	4.3	2.4	11	0.3	0.1	0.1	0	0	0	12.1	7/4/2007	AUG	2.3	5.6	2.3	11	0.2	0	0.1	0	0	0	19.2	8/15/2011	SEP	6.6	8.2	6.6	11	0.4	0.4	0.1	0.1	0	0	22.5	9/4/2015	OCT	48.1	29.5	48.1	11	1.5	0.7	1.4	0.6	0	0	38.2	10/29/2009	NOV	97.7	40.5	97.7	11	3.1	2	1.3	1.5	0.2	0	65.5	11/12/2008	DEC	104.6	56.3	104.6	11	3.8	1	1.7	1.9	0.1	0	55	12/16/2014	YR	488.6		67.9		19.5	9.8	9.2	6.8	0.5	0	488.6	
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	<p>The factor (Nw - Nn) shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor (Rw - Rn)/x shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn.”</p> <p>For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the engineer.</p>																																																																																																																																																																																																																													

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

Clause	Data
6.10	<p>Payments</p>
	<p><i>Add the following at the end of Sub-Clause 6.10.1:</i></p> <p>“The Contractor shall complete the ‘Contractor’s Monthly Report Schedule’, which pro forma documentation is obtainable from the Employer’s Agent. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor’s statement and a VAT invoice in original format are to be submitted to the Employer’s Agent. Issue by the Employer’s Agent to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Employer’s Agent”.</p> <p><i>Add the following at the end of Sub-Clause 6.10.1.5:</i></p>
9.3	<p>“All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor’s monthly statement.</p> <p>Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data.”</p> <p>Termination by the Contractor</p> <p><i>Add the following at the end of Sub-Clause 9.3:</i></p>
	<p>9.3.5 “In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Employer’s Agent, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Employer’s Agent, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor’s rights to cancel the contract.”</p>

C.1.2.2 Part 2: Data provided by the Contractor

The General Conditions of Contract, as specified in Part 1, shall be used as a basis for this Data which is required to be completed.

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

Clause	Data
1.1.1.9	The Name of the Contractor is:
1.2.1.2	The address of the Contractor is: Physical address:
1.2.1.2	Postal address: e-mail address: Contact numbers: Corporate: Direct: Mobile: Fax:



(Not to be completed at tender stage)

C1.3 Demand Guarantee and Retention Money Guarantee

In accordance with clause 6.2.1 of General Conditions of Contract, 3rd Edition 2015

Contract No: -----

Description of Contract: -----

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means: -----

----- (Please put name of firm)

Physical address: -----

Postal address: -----

Tel:-----

Fax: -----

“Employer” means: **BA-PHALABORWA LOCAL MUNICIPALITY.**

“Contractor” means: -----

----- (Please put name of firm)

“Guarantee sum” means: 10% of the contract amount

“**Employer’s Agent**” means: -----

“**Works**” means: Permanent works together with temporary works

“**Site**” means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

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

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

Amount in words: -----

----- **“Expiry**

Date” This Guarantee shall expire upon the issue of the **Completion Certificate** issued by Ba-Phalaborwa Local Municipality signed by the Director of ENGINEERING Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

CONTRACT DETAILS

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



PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. Expiry Date" This Guarantee shall expire upon the issue of the final completion certificate issued by Ba-Phalaborwa Local Municipality signed by the Director of ENGINEERING Services, as such date is advised to the Guarantor in writing confirmed by the Employer
The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on the Certificate 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 surety ship;
 - 3.2 . Its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1. A copy of a first written demand issues by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer 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 and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;
 - 4.3. A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:
 - 5.1. The contractor has been termination due to the Contractor's default and this performance Guarantee is called up in terms of 5; or
 - 5.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
8. Payment by Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
9. 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 his Performance Guarantee on account alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. 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.
13. 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 Court 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.

Sign at -----

Date -----

Guarantor’s signatory (1) -----

Capacity -----

Guarantor’s signatory (2) -----

Capacity -----

Witness signatory (1) -----

Witness signatory (2) -----



RETENTION MONEY GUARANTEE
(Not to be completed at tender stage)

In accordance with clause 6.2.1 of General Conditions of Contract, 3rd Edition 2015

Contract No: -----

Description of Contract: -----

GUARANTOR DETAILS AND DEFINATIONS

“Guarantor” means: -----

----- (Please put name of firm)

Please address: -----

Postal address: -----

Tel:-----

Fax: -----

“Employer” means: **Ba-Phalaborwa Local Municipality.**

“Contractor” means: -----

----- (Please put name of firm)

“Guarantee sum” means: 10% of the contract amount

“**Employer’s Agent**” means: -----

“**Works**” means: Permanent works together with temporary works

“**Site**” means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

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

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

Amount in words: -----

-----“**Expiry Date**”

This Guarantee shall expire upon the issue of the **Final Completion Certificate** issued by Ba-Phalaborwa Local Municipality signed by the Director of ENGINEERING Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

CONTRACT DETAILS

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



RETENTION GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. Expiry Date" This Guarantee shall expire upon the issue of the final completion certificate issued by Ba-Phalaborwa Local Municipality signed by the Director of ENGINEERING Services, as such date is advised to the Guarantor in writing confirmed by the Employer
The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on the Certificate 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 surety ship;
 - 3.3 . Its obligation under this Retention Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1. A copy of a first written demand issues by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer 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 and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;
 - 4.3. A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:
 - 5.1. The contractor has been terminated due to the Contractor's default and this Retention 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 Retention Guarantee is called up in terms of 5; and
 - 5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
8. Payment by Guarantor in terms of 5 will only be made against the return of the original Retention Guarantee by the Employer.
9. 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 his Retention Guarantee on account alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
11. This Retention Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Retention 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.
13. Where this Retention Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate’s Court 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.

Sign at -----

Date -----

Guarantor’s signatory (1) -----

Capacity -----

Guarantor’s signatory (2) -----

Capacity -----

Witness signatory (1) -----

Witness signatory (2) -----



C1.5: Agreement with Adjudicator

This agreement is made on the.....day of 20.....between: The Employer

(name of company / organisation) of

(address).....

.....and the Contractor

(name of company /organisation)

of (address).....

.....(hereinafter called **the Parties**)

and

(name).....of (address)

..... (hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....

and known as Contract No.....

(Contract title)

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.



SIGNED by:

(Signature): (Signature):(Signature):

Name:

Name:

Name:

who warrants that he/ she is duly authorised to sign for and on behalf of the **First Party** in the presence of

who warrants that he/ she is the duly authorised to sign for and on behalf of the **Second Party** in the presence of

Adjudicator in the presence of

Witness:

Witness:

Witness:

(Signature).....(Signature).....(Signature).....

Name:

Name:

Name:

Address:

Address:

Address:

.....

.....

.....

Date:

Date:

Date:



BA-PHALABORWA LOCAL MUNICIPALITY

C1.5 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by the Ba-Phalaborwa Local Municipality or any other institution that do work for or on behalf of Municipality.

This agreement is between:

THE CONTRACTOR:

Herein represented by.....

In his capacity, asBeing duly authorized hereto hereinafter

Referred to as "contractor".

Compensation Commissioner Number:
(Attach a copy of the Registration

Certificate to this agreement)

Company : Name:.....

Registration Number:

CEO : Name:.....

ID Number:

Physical Address:

.....

**And the BA-PHALABORWA LOCAL MUNICIPALITY
(Hereinafter referred to as "the Council")**



1. DEFINITIONS

- 1.1 **CONTRACTOR** Means the "Contractor" as defined in the "Principal Contract".
Annexed hereto in his capacity as mandatory.
- 1.2 **MANDATORY** Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.
- 1.3 **THE PRINCIPAL CONTRACT** Means the contract annexed hereto as annexure "A".
- 1.4 **COUNCIL** Means the Ba-Phalaborwa Local Municipality
- 1.5 **RISK CONTROL OFFICER** A person appointed in writing by Council.
- 1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

2. OBJECTIVE

- 2.1 Whereas Council and the Contractor have entered into a contract for service (work) as fully indicated in the "Principle Contract" and whereas the "Contractor" agreed to indemnify Council against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both Council and the Contractor's obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for Council within the jurisdictional area of the Council and on any premises, which are owned, rented or developed by the Council.
- 2.3 The Council acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

IT IS HEREBY AGREED AS FOLLOWS:**3. INDEMNITIES**

- 3.1 The "Contractor" hereby indemnifies the "Council" against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the "Contractor" of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:
- 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2014 as promulgated on 7 February 2014, in terms of Section 43 of the

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.

- 3.1.2 The Health Act 63 of 1977.
 - 3.1.3 Road Traffic Act 29 of 1989 (as amended).
 - 3.1.4 Environment Conservation Act 73 of 1989.
 - 3.1.5 The National Water Act 36 of 1998.
 - 3.1.6 The Criminal Procedure Act 51 of 1977.
 - 3.1.7 The Explosives Act 26 of 1956.
 - 3.1.8 The Arms and Ammunition Act 75 of 1969.
 - 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
 - 3.1.10 The Labour Relations Act 66 of 1995.
 - 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
 - 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
 - 3.1.13 Standards Act 29 of 1993.
 - 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
 - 3.1.15 Any other health and safety standard prescribed by the "Council".
- 3.2 The "Contractor" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The "Contractor" shall indemnify the "Council" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Council" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.
- 3.4 The "Contractor" shall and hereby indemnifies the "Council" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whosoever arising out of or in the course of or caused by the execution of the "Principal Contract".
- 3.5 The "Contractor" shall and hereby indemnifies the "Council" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.
- 4. PERFORMANCE SAFE WORKING PRACTICE**
- 4.1 The "Council" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Council's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.

- 4.1 The "Council" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

5. LOCK OUT PROCEDURE

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the "off" or "closed" position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

6. CRANES, VEHICLES AND HOISTING

- 6.1 For each crane or hoisting equipment used, the "Contractor" must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the "Council".
- 6.2.1 Only trained personnel with written permission and where determined by Law, with a valid driver's license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the "Contractor" may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
- i) An agreement was concluded with the "Council".
 - ii) Approval has been obtained from the "Council" to perform the work.
 - iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.

- 6.3 The "Contractor" shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the "Contractor"

7. MACHINE VALANCES, PROTECTION AND FENDING

- 7.1 No machine valances, protection or fending may be removed from machines, manholes, etc. without the written permission of "Council" if applicable exemption procedures were not appropriated.

8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

- 8.1 No equipment or appliance belonging to "Council" may be used without written permission from "Council".
- 8.2 Unless prior arranged, "Contractors" must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the "Contractor" with respect to loss, damage and theft.
- 1.3 In exceptional cases, where tools and equipment belonging to "Council" are used to finish the contract, the said equipment and tools are used on own risk and the "Contractor" indemnifies "Council" from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The "Contractor" is responsible for

the returning of said tools and equipment in the same condition or better. The "Contractor" is responsible to "Council" for any damage or excessive wear of such tools or equipment and material.

2. EXCAVATIONS

- 9.1 Before any excavations commence, written permission must be obtained from "Council" to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.
- 9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and "Council" for approval.
- 9.5 Written permission must be obtained from "Council" to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

10. FIRST AID

- 10.1 The "Contractor" must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
- (i) SA Red Cross Association;
 - (ii) St Johns Ambulance;
 - (iii) SA First Aid League; or
 - (iv) A person or organization approved by the Chief inspector for this purpose.
- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency "Council's" Ambulance / Fire Department or emergency services may be contacted at (015) 290 2000.

10. FLAMMABLE LIQUIDS

- 11.1 The "Contractor" shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The "Contractor's" employees must be informed of "Council's" fire prevention measures and evacuation procedures.

11. COMPENSATION BY CONTRACTOR

- 12.1 The "Contractor" shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the "Contractor" or the "Contractor's" employees.

13. TRANSGRESSION OF RULES AND MISBEHAVIOUR

- 13.1 The "Contractor" is warned that any act(s) leading to damage or loss of employees of the "Contractor" or the "Council" shall not be tolerated. The "Council" may (without any reason) demand that any employee of the "Contractor" be withdrawn from the principal "Contract" or site.

14. INCIDENT REPORTING

- 14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the "Contractor", to the Department of Labour, as well as to the "Council" and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday provided with a written report relating to any incident.
- 14.2 The "Council" will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the "Contractor" and/or his employees and/or his subcontractors.
- 14.3 The "Contractor" undertakes to report to "Council" anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

15. LIAISON AND SUPERVISION

- 15.1 The "Contractor" hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and "Council" representative regarding any hazards or incidents that may be identified or encountered during the performance of the "Principal Contract".

16. SERVICE INTERRUPTION

- 16.1 Should any work done by the "Contractor" cause a possible interruption, written permission must be obtained from "Council", before such work commences. The "Contractor" may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the "Council".

17. CONFIDENTIALITY

- 17.1 The "Contractor" and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.
- 17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the "Council".
- 17.3 The "Contractor" shall not put up any advertisements or billboard at the site without permission.
- 17.4 The "Contractor" shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the "Council", or have photographs taken, published or let it be published.

18. CONTRACT SITE AND PRESERVATION

- 18.1 Employees of the "Contractor" shall not be allowed entrance to the site unless a valid identity document, issued by "Council", is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

19. COMPLETION OF WORK

- 19.1 The "Contractor" or his employees shall not leave the contract site before the "Council" is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

- 20.1 The "Contractor" shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

21. SEARCHES

- 21.1 The "Contractor" and any person engaged in the contract work may at any time be searched by "Council" appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

22. GENERAL CONDITIONS

- 22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the "Contractor-"

22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "Council" in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;

22.1.3 shall indemnify the "Council" against any or all liability which may be incurred by the "Council" as a result of the omission of the "Contractor", his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;

22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which "Council" may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the "Council" as a result of the contravention or non-compliance by the "Contractor", his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.

22.1.5 Should the "Contractor" neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

2, the "Council" shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay "Council", upon demand, all costs and expenses incurred by "Council", in order to execute or have the said orders executed.

22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the "Council" will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

23. "CONTRACTOR" IDENTIFICATION BOARD

- 23.1 The "Contractor" shall provide on any work premises a temporary identification board containing at all worksites the following information:
- Company name on behalf of which division/department the work is being done.
 - The contact number and name of the person representing the "Contractor".
 - The contact number and name of the person representing "Council"

24. ACKNOWLEDGEMENT

24.1 The "Contractor" hereby acknowledges that he has read and received a copy of the "Principal Contract" and agrees to be bound by and undertakes to observe all the terms and conditions of the "Principal Contract". This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

25. EXCEPTIONS AND OMISSIONS

26. REMARKS



THE CONTRACTOR

SIGNED AT ON THIS DAY OF

WITNESSES:

..... 1.

THE CONTRACTOR

2.

THE COUNCIL

SIGNED AT ON THIS DAY OF

WITNESSES..... 1.

THE COUNCIL

2.



b) INDEMNITY CERTIFICATE

Contractor.....

Employer: Ba-Phalaborwa Local Municipality

Contract.....

I/we

Hereafter the "Contractor"

"Contractor" hereby indemnifies the Ba-Phalaborwa Local Municipality (Council) against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against "Council", as well as of any loss or damage which the "Council" suffers or expenditure the "Council" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Council" suffers.

THUS done and signed at on this..... Day

of..... 20.....

WITNESSES:

1. **CONTRACTOR**

2. **COUNCIL**



c) ACKNOWLEDGEMENT CERTIFICATE

I, in my capacity as.....

Duly authorized heretorepresenting

.....Contractors, acknowledge receipt of a copy of the Ba-Phalaborwa Local Municipality’s safety manual for contractors and the under mentioned person as my supervisor regarding all works and services which must be executed by the Contractor. The appointment is done in terms of the Occupational Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT ON..... 20.....

I, accept the abovementioned appointment, and declare that I am familiar with the contents of the Ba-Phalaborwa Local Municipality’s Safety Manual for contractors.

CASUALTIES REGISTRATION NUMBER

SIGNED AT ON..... 20.....

SIGNATURE:

- WITNESSES: 1.
2.

A copy of this certificate shall be submitted to the “Council” before any work commences.



C1.5: Agreement with Adjudicator

This agreement is made on the.....day of 20.....between: The Employer

(name of company / organisation) of

(address).....

.....and the Contractor

(name of company /organisation)

of (address).....

.....(hereinafter called **the Parties**)

and

(name).....of (address)

..... (hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....

and known as Contract No.....

(Contract title)

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.



SIGNED by:

(Signature): (Signature):(Signature):

Name:

Name:

Name:

who warrants that he/ she is duly authorised to sign for and on behalf of the **First Party** in the presence of

who warrants that he/ she is the duly authorised to sign for and on behalf of the **Second Party** in the presence of

Adjudicator in the presence of

Witness:

Witness:

Witness:

(Signature).....(Signature).....(Signature).....

Name:

Name:

Name:

Address:

Address:

Address:

.....

.....

.....

Date:

Date:

Date:



PART C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

C2.2: BILL OF QUANTITIES

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS**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 Bidder 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 Project Specifications. 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 Quantities ¹. 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 Bid is based.
6. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
7. 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 Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bidden rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single bidden sum shall apply to that group of items and not to each individual item, or should 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.

¹ The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

The bid 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.

8. 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.

9. 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 Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the bid rate of the (same) item
Sum	:	An amount bid 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

10. 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
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent

MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
R/only	=	Rate Only
W/day	=	Work day

11. **NET MEASUREMENTS**

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

12. **CURRENCY**

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

13. **VALUE ADDED TAX**

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

11. **RATES AND PRICES**

11.1 **General**

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

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

- e) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- f) Should the Contractor indicate against any item that compensation for such item is included in another item; the rate for the item included in another item shall be deemed nil.
- g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

11.2 "Rate only" items

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

11.3 Arithmetic

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

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

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

12. VARIATION IN TEXT

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

13. LABOUR INTENSIVE CONSTRUCTION BILL ITEMS

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 or as a prefix or suffix 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 works, is a deviation from 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.

Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target.

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.

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

BILL OF QUANTITIES

BID NO. 24/23/24

BA-PHALABORWA LOCAL MUNICIPALITY



NB: TENDERERS MUST COMPLETE THE SCHEDULE OF QUANTITIES IN BLACK INK.

SCHEDULE A: ROAD CONSTRUCTION

SECTION 1200

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS				
B12.02	Payment of PSC members				
	a) Provisional sum for the payment of PSC members at R250/month	Prov. Sum			24,000.00
	b) Handling costs and profit in respect of sub-item B12.02(a)	%	24,000.00		
B12.03	Relocation and protection of existing services:				
	a) Relocation, including lowering or raising, protection and/or repair of existing services and fences situated within the road reserve which are not allowed for under any other items in the schedule of quantities.	Prov. Sum			1,000,000.00
	b) Handling cost and profit in respect of sub-item B12.03(a)	%	1,000,000.00		
B12.04	Provision for a Community Liaison Officer				
	(a) Provisional sum for the payment of the Community Liaison Officer	Prov. Sum			104,000.00
	(b) Handling costs and profit in respect of sub-item B12.01(a)	%	104,000.00		
B12.05	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations				
	(a) Mine Health and Safety Obligations	month	12		
	(b) Special Information Signs	PC Sum			20,000.00
	(c.) Provision for security guards	PC Sum			108,000.00
	(d) Handling costs and profit in respect of sub-item B12.01(a)	%	128,000.00		
B12.06	Submission of the Health and Safety File	Lump Sum	1		
12.10	Contract Nameboard (As per drawing)	No	2		
1200	TOTAL CARRIED TO SUMMARY				

SCHEDULE A: ROAD CONSTRUCTION

SECTION 1300

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1300	<p><u>CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u></p> <p>B13.01 The contractors general obligations :</p> <p>(a) Fixed obligations</p> <p>(b) Value-related obligations</p> <p>(c) Time-related obligations</p> <p>The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum.</p>				
1300	TOTAL CARRIED TO SUMMARY				

SCHEDULE A : ROAD CONSTRUCTION

SECTION 1400

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u>				
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 :				
LI	(a) Offices (interior floor space only)	m ²	60		
	(b) Laboratories (interior floor space only)	m ²			Rate Only
	(c) Open concrete working floors, 150mm thick	m ²			Rate Only
	(d) Roofs over open concrete working floors	m ²			Rate Only
	(e) Ablution units	No.	2		
14.02	Office and laboratory furniture:				
	(a) Chairs	No.	15		
	(d) Desks, complete with drawers and locks	No.	2		
	(f) Conference tables	No.	2		
B14.03	Office and laboratory fittings, installations and equipment:				
	(a) Items measured by number :				
	(i) 220/250 volt power points	No.	1		
	(iii) Double 80 watt fluorescent-light fittings complete with ballast and tubes	No.	2		
	(vi) Wash-hand basins complete with taps and drains	No.	1		Rate Only
	(vii) Laboratory basins complete with swan-neck taps and drains	No.	1		Rate Only
	(x) Fire extinguishers, 9,0kg, all purpose dry powder type, complete, mounted on wall with brackets	No.	1		
1400	TOTAL CARRIED FORWARD				

SCHEDULE A : ROAD CONSTRUCTION

SECTION 1400

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	AMOUNT BROUGHT FORWARD				
	(xi) Air-conditioning units with, 2,2kW minimum capacity, mounted and with own power connection	No.	1		
	(xii) Heater, space heating type, minimum capacity 1,5 Kw	No.	1		Rate Only
	(xiii) Curing chambers for UCS specimens, complete with water connection, including the provision of brick partitions, plaster, paint and shelving.	No.			Rate Only
	(xiv) General - purpose steel cupboards with shelves	No.	1		
	(xvi) Refrigerators	No.	1		
	(xviii) Voltage stabilizers	No.	1		
	(xix) Automatic level with tripot	No.	1		
	(xx) 100m "stylon" steel tape	No.	1		
	(xxi) 5m leveling staff (1cm gradutions with bubble)	No.	1		
	(xxii) Windows 11, 15,6-inch full HD IPS display, 8 GB RAM and 512 GB SSD Storage, intel Core i5 1235U Processor, Xe Graphics and 720p HD camera computer and HP Deskjet 840C colour printer.	No.	1		
	(b) Prime-cost items and items paid for in a lump sum:				
	(ix) Provision of cellular telephones:				
	(1) Provision of cellular telephones	Prov. Sum			30,000.00
	(2) Cost of calls and other charges	Prov. sum			18,000.00
	(3) Handling cost and profit in respect of subsubitem B14.03(b)(ix)(2) above	%	48000		
	(c) Items measured by area:				
	(viii) Notice boards as per dwg. No.	m ²	15		
	(ix) White board	m ²	4		
14.04	Car ports				
	Car ports, 3.0m wide, 6.0m long and 2,5m high, at offices	No.	2		
1400	TOTAL CARRIED FORWARD				

SCHEDULE A : ROAD CONSTRUCTION

SECTION 1400

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
AMOUNT BROUGHT FORWARD					-
B14.07	<p>Rented, hotel and other accommodation</p> <p>(a) Provisional sum for providing rented housing, hotel or other accommodation as described in subsubclause 14.03 (c)(ii) including services</p> <p>(b) Handling costs and profit in respect of subitem 14.07 (a)</p>	<p>Prov.Sum</p> <p>%</p>	<p></p> <p>72000</p>		<p>72,000.00</p>
14.08	<p>Services:</p> <p>(a) Services at offices:</p> <p>(i) Fixed costs</p> <p>(ii) Running costs</p>	<p>Lump Sum</p> <p>Month</p>	<p>1</p> <p>12</p>		
14.10	<p>Provision of photostat facilities</p>	<p>Month</p>	<p>12</p>		
1400	TOTAL CARRIED TO SUMMARY				

SCHEDULE A: ROAD CONSTRUCTION

SECTION 1500

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1500	<u>ACCOMMODATION OF TRAFFIC</u>				
B15.01	Accommodating traffic and maintaining temporary deviations including all flagmen required	km	2.6		
B15.03	Temporary traffic-control facilities: (Note: These items are under the control of the Engineer and will only be used and paid as instructed by the Engineer which are paid under item B15.01)				
LI	(a) Flagmen	man-days	504		
LI	(b) Portable STOP and GO-RY signs	No.	4		
	(e) Road signs, R- and TR-series, 1200 mm dia	No.	20		
	(f) Road signs, TW-series, 1524 mm sides	No.	20		
	(g) Road signs, STW, DTG, TGS and TG-series	No.	15		
	(h) Delineators (TW401 & TW402)				
	(i) Single				
	(1) 800mm x 250mm	No.	40		
	(ii) Double, mounted back to back	No.	40		
	(m) Two-way communication devices	No.	2		
	(n) Provision of high visibility safety jackets and safety hats	No.	6		
B15.14	The provision and maintenance of rotating lights, etc. for the use of the Engineer and his staff				
	(a) Rotating lights	No.	2		
B15.17	Penalty to be conducted for non-compliance with requirements for accomodation of traffic				
	(a) Fixed penalty for occurrence	No.	1		Rate Only
	(b) Time related penalty	hr	1		Rate Only
1500	TOTAL CARRIED TO SUMMARY				

SCHEDULE A: ROAD CONSTRUCTION

SECTION 1700

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1700	<u>CLEARING AND GRUBBING</u>				
B17.01	Clearing and grubbing				
	(a) Normal areas				
	i) Within the road reserve	ha	3		
	ii) In borrow pits	ha	10		
17.02	Removal and grubbing of large trees and tree stumps				
	(a) Girth exceeding 1m up to and including 2m	No.	10		
1700	TOTAL CARRIED TO SUMMARY				

SCHEDULE A : ROAD CONSTRUCTION

SECTION 1800

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1800	<u>DAYWORKS SCHEDULE</u>				
B18.01	Labourers:				
	(i) Unskilled labour	h	1		
	(ii) Semi-skilled labour	h	1		
	(iii) Skilled labour	h	1		
B18.02	Foreman	h	1		
B18.03	Tipper trucks:				
	(i) 3 - 5 ton	h	1		
	(ii) 5,1 - 10 ton	h	1		
B18.04	Loader (0,5m³)	h	1		
B18.05	Grader (CAT 140G or similar)	h	1		
B18.06	LDV	h	1		
B18.07	Compaction Rollers:				
	(i) Vibrator roller	h	1		
	(ii) Tamping roller	h	1		
	(iii) Grid roller	h	1		
B18.08	Hand Controlled Compactors:				
	(i) Pedestrian roller (Bomag BW90)	h	1		
	(ii) Vibratory plate	h	1		
	(iii) Rammers	h	1		
B18.09	Water truck (min. 1000 l)	h	1		
B18.10	Dozer (D7 or similar)	h	1		
1800	TOTAL CARRIED TO SUMMARY				

SCHEDULE A : ROAD CONSTRUCTION

SECTION 2100

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2100	<u>2100 DRAINS</u>				
21.03	Excavation for subsoil drainage systems				
	(a) Excavating soft material situated within the following depth ranges below surface level:				
	(i) 0 m up to 1,5m	m ³	675		
	(b) Extra over subitem 21.03(a) for excavation in hard material irrespective of depth	m ³	203		
21.04	Impermeable backfilling to sub-soil drainage systems	m ³	384		
21.06	Natural permeable material in subsoil drainage systems (crushed stone)				
	(b) Crushed stone obtained from commercial sources				
	(ii) Coarse grade stone	m ³	144		
21.07	Natural permeable material in subsoil drainage systems (Sand)				
	(b) Sand from commercial sources	m ³	144		
21.08	(b) Unplasticised PVC pipes and fittings, normal duty complete with couplings				
	(1) Perforated				
	(i) 150mm dia.	m	600		
21.10	Synthetic fibre filter fabric				
	(i) "Kaymat U24 or approved equivalent	m ²	15980		
21.12	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:				
	(a) Outlet structures	No	10		
2100	TOTAL CARRIED TO SUMMARY				

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	AMOUNT BROUGHT FORWARD				
	(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including Class U2 surface finish:				
	(i) Class 25/19 concrete	m ³	17		
	(d) Formwork of concrete under subitem 22.07(c)				
	(i) Vertical formwork for F1 surface finish	m ²	155		
	(ii) Vertical formwork for F2 surface finish	m ²	77		
22.10	Steel reinforcement:				
	(b) High tensile steel bars	t	2.0		
	(c) Welded steel fabric REF 395	kg	1226		
22.17	Manholes, catchpits, precast inlet and outlet structures complete				
	(a) Manholes:				
	(i) Type A	No	1		Rate Only
	(ii) Type B	No	1		Rate Only
	(iii) Type C (Junction Box)	No	1		Rate Only
	(b) Catchpits				
	(i) Kerb inlet Type 1 (Terminal Kerb Inlet) as per Drawing No. TS/TLM/2014/2015/58	No	1		Rate Only
	(ii) Kerb inlet Type 2 (Combination Kerb Inlet/Manhole) as per Drawing No. TS/TLM/2014/2015/58	No	1		Rate Only
22.23	Service ducts:				
	(a) Ordinary pipes				
	(i) 110mm Upvc Class 6	m	1		Rate Only
	(b) Split pipes:				
	(i) 150mm Upvc Class 6	m	1		Rate Only
2200	TOTAL CARRIED FORWARD				

SCHEDULE A : ROAD CONSTRUCTION

SECTION 2300

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
23.00	<u>2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u>				
23.01	Concrete Kerbing Class 30/19				
	(a) Figure 8c as shown on the drawings	m	2,860		
23.04	Cast in situ concrete chutes (measured by components)				
	(a) Concrete class 30/19	m ³	5		
	(b) Formwork to provide class F1 surface finish	m ²	10		
23.05	Inlet and Outlet, transition and similar structures				
LI	(a) Cast in-situ concrete drift (Class 25/19 concrete)				
	(ii) Concrete drift as specified in the drawings	No	1		Rate Only
	(b) Cast in-situ concrete causeway (Class 25/19 concrete)				
	(ii) Concrete causeway as specified in the drawings	No	1		Rate Only
23.07	Trimming of excavations for concrete-lined open drains				
LI	(a) In soft material	m ²	110		
B23.08	Concrete lining for open drains (class U2 surface finish)				
	(a) Cast in situ concrete lining class 30/19 concrete				
	(i) 750 mm x 750mm x 125 mm (V-Drain for Kerbs)	m ³	21		
	(ii) Concrete Trapezoidal Drain	m ³	1		Rate Only
23.09	Formwork to cast in situ concrete lining for open drains (class F2 surface finish)				
	(c) To ends of slabs	m ²	16.5		
B23.10	Cast insitu concrete and formwork:				
	(a) Concrete edge beam (25/19) MPa	m ³	20		
23.12	Steel reinforcement:				
	(c) Welded steel fabric REF 395	kg	652		
2300	TOTAL CARRIED FORWARD				

SCHEDULE A: ROAD CONSTRUCTION

SECTION 3100

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3100	- 3100: BORROW MATERIALS		-	-	
B31.01	Excess overburden:				
	(a) Depth up to and including 0,5m	m ³	5000		
	(b) Depth exceeding 0,5m and up to 1,5m	m ³	1250		
31.03	Finishing-off borrow areas in:				
	(a) Hard material	ha	2		
	(c) Soft material	ha	2		
31/B55.10	Borrow-pit game proof fencing				
	(a) Provisional sum for the erecting of 1.8m height, with provision of gate fencing around borrow pit.	Prov Sum			50,000.00
	(b) Handling costs and profit in respect of subitem 31/B55.10(a)	%	50,000		
3100	TOTAL CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3300	<u>3300: MASS EARTHWORKS</u>		-	-	
33.01	Cut and borrow to fill, including free-haul up to 0,5km from road reserve				
	(a) Material in compacted layer thickness of 200mm and less				
	(i) Compacted to 90% modified AASHTO density	m ³	1881		
	(b) Rock Fill [as specified in subclause 3209(c)]	m ³	3,036		
33.03	Extra over item 33.01 for excavating and breaking down material in -				
	(a) Intermediate excavation	m ³	752		
	(b) Hard excavation	m ³	376		
33.04	Cut to spoil, including free-haul up to 1.0km, material obtained from:				
	(a) Soft excavation	m ³	2833		
	(b) Intermediate excavation	m ³	1062		
	(c) Hard excavation	m ³	2833		
	(d) Boulder Excavation class B	m ³	354		
33.10	Roadbed preparation and the compaction of material				
	(a) Compaction to 90% of modified AASHTO density	m ³	3104		
33.11	Three roller passes				
	(a) Vibratory roller	m ²			Rate Only
	(b) Heavy grid roller	m ²			Rate Only
33/16.00	<u>1600: OVERHAUL</u>				
33/16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ .km	30 278		
3300	TOTAL CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3400	<u>3400: PAVEMENT LAYERS OF GRAVEL MATERIAL</u>				
34.01	Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1,0 km: (a) Gravel selected layer compacted to: (i) 150mm layer thickness to 93% modified AASHTO density - G7 material (c) Gravel subbase(unstabilised gravel compacted to): (i) 150mm layer thickness to 95% modified AASHTO density - G6/G7 material (d) Gravel subbase(chemically stabilized material): (ii) 150mm layer thickness to 96% modified (G6 unstabilised) AASHTO density (f) Gravel base (chemically stabilized material) compacted to : (i) 150mm layer thickness to 97% of modified (G6/G5 unstabilised)AASHTO density (g) Gravel shoulder compacted to: (ii) 95% of modified AASHTO density (150 mm compacted layer thickness)	m ³	2898		
		m ³	2772		
		m ³	1		Rate Only
		m ³	2688		
		m ³	1260		
34.14	Pavement layers constructed from gravel obtained from commercial sources or sources provided by the contractor, including unlimited free haul: (a) Gravel selected layer compacted to: (i) 95% of modified AASHTO density (150mm compacted layer thickness) (b) Gravel subbase (unstabilised material) compacted to: (i) 97% of modified AASHTO density (150mm compacted layer thickness - G4 gravel) (c) Gravel base (chemically stabilized material) compacted to : (i) 150mm layer thickness to 98% of modified AASHTO density	m ³			Rate Only
		m ³			Rate Only
		m ³			Rate Only
34/16.02	Overhaul on material hauled in excess of 1.0 km(ordinary overhaul)	m ³ .km	38476		
3400	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3500	<u>3500: STABILIZATION</u>				
35.01	Chemical stabilisation extra-over unstabilized compacted layers: (a) Base layer : 150mm thickness	m ³	2688		
B35.02	Chemical stabilising agent: (a) CEM II A/L 32.5 cement	t	174		
35.04	Provision and application of water for curing	kl	1254		
35.05	Curing by covering with subsequent layer	m ²			Rate Only
3500	TOTAL CARRIED TO SUMMARY				

SCHEDULE A: ROAD CONSTRUCTION

SECTION 4100

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4100	<u>4100: PRIME COAT</u>				
41.01	Prime coat:				
	(c) MC-30 cut-back bitumen (0.8l/m ²)	ℓ	1		Rate Only
	(d) MC-70 cut-back bitumen (0.8l/m ²)	ℓ	1		Rate Only
41.02	Aggregate for blinding	m ²	1		Rate Only
41.03	Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment	ℓ	1		Rate Only
4100	TOTAL SECTION 4100 CARRIED TO SUMMARY				

SCHEDULE A: ROAD CONSTRUCTION

SECTION 4200

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4200	<u>ASPHALT BASE AND SURFACING</u>				
42.02	Asphalt surfacing				
	(a) Continuously graded hot-mix Asphalt (medium)				-
	(i) 60/70 pen, 30 mm thick medium grade	m ²	1		Rate Only
42.04	Tack coat of 30% stable-grade emulsion	litre	1		Rate Only
B42.08	Cores in asphalt paving:				
	(a) 100 mm dia	No	1		Rate Only
	(b) 150 mm dia	No	1		Rate Only
B42.09	Speed Humps				
LI	(a) Construction of Speed Humps - According to the Drawings issued by the Engineer	No	1		Rate Only
4200	TOTAL SECTION 4200 CARRIED TO SUMMARY				

SCHEDULE A: ROAD CONSTRUCTION

SECTION 5100

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
51.00	<u>5100: PITCHING, STONWORK AND PROTECTION AGAINST EROSION</u>				
51	5100: PITCHING, STONWORK AND PROTECTION AGAINST EROSION				
51.01.	Stone pitching:				
LI	(b) Grouted stone pitching	m ²	600		
51.04	Concrete edge beams of:				
LI	(a) Class 25/19 cast in-situ concrete	m ³	20		
5100	TOTAL CARRIED TO SUMMARY				

SCHEDULE A: ROAD CONSTRUCTION

SECTION 5200

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5200	<u>5200: GABIONS</u>				
52.01	Foundation trench excavation and backfilling:				
	(b) In all other classes of material	m ³	31.68		
52.02	Surface preparation for bedding the gabions	m ²	79.2		
52.03	Gabions:				
	(a) Galvanized gabion boxes:				
	Mesh size: 80mm x 100mm				
	Wire diameter: 2,7mm				
	Diaphragm spacing: 1,0m				
LI	(i) 3m x 1m x 1m	m ³	192		
	(c) Galvanized gabion mattresses:				
	Mesh size: 80mm x 100mm				
	Wire diameter: 2,5mm				
	Diaphragm spacing: 1,0m				
LI	(i) 0,300m deep	m ³	15.84		
52.04	Filter fabric:				
	(a) Grade U24 or approved equivalent	m ²	60		
5200	TOTAL CARRIED TO SUMMARY				

SCHEDULE A: ROAD CONSTRUCTION

SECTION 5400

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
54.00	<u>5400: GUARDRAILS</u>				
54.01	Guardrails on timber posts:				
	(a) Galvanized	m	60		
54.04	End treatments:				
	(d) End treatments in accordance with the drawings where single guardrail sections are used. Terminal sections Type A as detailed on dwg. 2/05 -06	No	8		
54.05	Additional guardrail posts:				
	(a) Timber posts	No	30		
54.06	Reflective plates	No	30		
5400	TOTAL SECTION 5400 CARRIED TO SUMMARY				

SCHEDULE A: ROAD CONSTRUCTION

SECTION 5600

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5600	<u>ROAD SIGNS</u>				
B56.01	<p>Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in diamond grade retro- reflective material, where the sign board is constructed from:</p> <p>(c) Prepainted galvanized steel plate (chromadek or approved equivalent):</p> <p>(i) Area not exceeding 2m²</p> <p>(ii) Area exceeding 2m² but not exceeding 10m²</p> <p>(iii) Area exceeding 10m²</p>	m ²	40		Rate only
56.02	<p>Extra over item 56.01 for using:</p> <p>(a) Background of retro-reflective material:</p> <p>(i) Class III</p>	m ²	15		
56.03	<p>Road sign supports (over-head road sign structures excluded):</p> <p>(b) Steel:</p> <p>(i) 100mm dia.</p>	m	100		
56.06	LI				
56.07	LI				
5600	TOTAL CARRIED FORWARD				

SCHEDULE A: ROAD CONSTRUCTION

SECTION 5700

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5700	ROAD MARKINGS				
57.02	Retro-reflective road-marking paint:				
	(a) White lines (broken or unbroken):				
	(i) 100mm wide	km	2.70		
	(ii) 150mm wide	km	1		Rate Only
	(b) Yellow lines - 100mm width				
	(i) 100mm wide	km	1		Rate Only
	(ii) 150mm wide	km	1		Rate Only
	(iii) 200mm wide	km	1		Rate Only
	(d) White lettering and symbols	m ²	100		
	(e) Yellow lettering and symbols	m ²	1		Rate only
	(f) Transverse lines, painted island and arrestor bed markings (any colour)	m ²	30		
57.04	Variations in rate of application:				
	(a) White paint	l	1		Rate only
	(b) Yellow paint	l	1		Rate only
	(d) Retro-reflective beads	kg	120		
B57.06	Setting out and premarking the lines (excluding traffic island markings, lettering and symbols)				
		km	2.70		
5700	TOTAL CARRIED TO SUMMARY				

SCHEDULE A: ROAD CONSTRUCTION

SECTION 5900

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5900	<u>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u>				
59.01	Finishing the road and road reserve:				
	(b) Single carriageway road and road reserve	km	2.60		
5900	TOTAL CARRIED TO SUMMARY				

SCHEDULE A: ROAD CONSTRUCTION

SECTION 7300

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
7300	CONCRETE BLOCK PAVING FOR ROADS				
	(a) Concrete pavers, grey colour, 25 MPa, with spacer nibs, 20 mm thick on river sand bedding	m ²	1		Rate Only
	(b) Concrete pavers, terracotta colour, 25 MPa, with spacer nibs, 20 mm thick	m ²	1		Rate Only
LI	c) 80mm thick, interlocking concrete pavers, Class 2 herringbone bond, 20 mm thick on river sand bedding	m ²	16500		
73/B51,04	Concrete edge beams of:				
LI	(a) Class 25/19 cast in-situ concrete	m ³	150		
73/B51,06	Provision of approved herbicide and ant poison:				
	(a) Provision of materials	PC Sum			250,000.00
	(b) Contractor's charges and profit added to the prime cost sum	%	250,000.00		
73/B42.09	Speed Humps				
LI	(a) Construction of Speed Hump with Concrete pavers, grey colour, 25 MPa, with spacer nibs, 50 mm thick on river sand bedding as per Drawings	No	15		
7300	TOTAL CARRIED TO SUMMARY				

SCHEDULE A: ROAD CONSTRUCTION

SECTION 8100

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
81.00	<u>8100: TESTING MATERIALS AND WORKMANSHIP</u>				
B81.02	Other special tests requested by the engineer				
	(a) Cost of testing	Prov. Sum			150,000.00
	(b) Handling costs and profits in respect of subitems B81.02(a)	%	150,000		
8100	TOTAL CARRIED TO SUMMARY				

SCHEDULE B: ENVIRONMENTAL MANAGEMENT

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B	ENVIRONMENTAL MANAGEMENT PLAN				
B100.01	Penalty for unnecessary removal of damage to trees for the following diameter sizes:				
	(a) 2600mm girth or less	No		-5000.00	Rate Only
	(b) Greater than 2600mm, but less than 6180mm girth	No		-10000.00	Rate Only
	(c) Greater than 6180mm girth	No		-30000.00	Rate Only
B100.02	Penalty for serious violations				
	(a) Hazardous chemical/oil spill and/or dumping in non-approved sites	No		-10000.00	Rate Only
	(b) General damage to sensitive environments	No		-5000.00	Rate Only
	(c) Damage to cultural and historical sites	No		-5000.00	Rate Only
	(d) Pollution of water sources	No		-10000.00	Rate Only
	(e) Unauthorised blasting activities	No		-5000.00	Rate Only
	(f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost	No		-1000.00	Rate Only
B100.03	Penalty for less serious violations				
	(a) Littering on site	No		-1000.00	Rate Only
	(b) Lighting of illegal fires on site	No		-1000.00	Rate Only
	(c) Persistent or un-repaired fuel and oil leaks	No		-1000.00	Rate Only
	(d) Excess dust or excess noise emanating from site	No		-1000.00	Rate Only
	(e) Dumping of milled material in side drains or on grassed areas	No		-1000.00	Rate Only
	(f) Possession or use of intoxicating substances on site	No		-500.00	Rate Only
	(g) Any vehicles being driven in excess of designated speed limits	No		-500.00	Rate Only
B	TOTAL CARRIED FORWARD				-

SCHEDULE B: ENVIRONMENTAL MANAGEMENT**BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	AMOUNT BROUGHT FORWARD				-
	(h) Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wild life	No		-2000.00	Rate Only
	(i) Illegal hunting	No		-2000.00	Rate Only
	(j) Urination and defecation anywhere except in designated areas	No		-500.00	Rate Only
B	TOTAL CARRIED TO SUMMARY				-

SCHEDULE C: STRUCTURED TRAINING

BID NO: 07/24/25: UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<p>C</p> <p>PROVISION OF STRUCTURED TRAINING</p> <p>C12.05 Provision for accredited training:</p> <p>(a) Generic skills</p> <p>(b) Entrepreneurial skills</p> <p>(c) Remuneration of workers undergoing training</p> <p>(d) Handing cost and profit in respect of sub-items E12.05(a), (b) and (c) above</p> <p>(e) Training Venue</p>		<p>Prov. Sum</p> <p>Prov. Sum</p> <p>Prov. Sum</p> <p>%</p> <p>Lump sum</p>	<p></p> <p></p> <p></p> <p>322,500</p> <p>1</p>		<p>150,000.00</p> <p>150,000.00</p> <p>22,500.00</p> <p></p> <p></p>
<p>C</p>	<p>TOTAL CARRIED TO SUMMARY</p>				

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CONTRACT NO.: 07/24/25

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

C2.3 SUMMARY OF SCHEDULE OF QUANTITIES

SCHEDULE A: ROADWORKS

SECTION	DESCRIPTION	AMOUNT
1200	General Requirements and Provisions	
1300	Establishment and General Obligations	
1400	Housing, Offices & Laboratories	
1500	Accommodation of Traffic	
1700	Clearing and Grubbing	
1800	Dayworks	
2100	Drains	
2200	Prefabricated Culvert Structure	
2300	Concrete Kerbing, Concrete Channeling, Open Chutes	
3100	Borrow materials	
3300	Mass Earthworks	
3400	Pavement layers of gravel	
3500	Stabilisation	
4100	Prime Coat	
4200	Aphalt Base and Surfacing	
5100	Pitching, stone works and protection against erosion	
5200	Gabions	
5400	Guardrails	
5600	Road Signs	
5700	Road Markings	
5900	Finishing the Road and Road Reserve and treating old roads	
7300	Concrete Block Paving	
8100	Testing Materials and Workmanship	
TOTAL SCHEDULE A: (CARRIED TO CALCULATION OF TENDER SUM)		

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UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

C2.3 SUMMARY OF SCHEDULE OF QUANTITIES (CONTINUE)

SCHEDULE C: ENVIRONMENTAL MANAGEMENT PLAN

SECTION	DESCRIPTION	AMOUNT
B	Environmental Management Plan	
TOTAL SCHEDULE D: (CARRIED TO CALCULATION OF TENDER SUM)		

SCHEDULE C: STRUCTURED TRAINING

SECTION	DESCRIPTION	AMOUNT
C	Structured Training	
TOTAL SCHEDULE E: (CARRIED TO CALCULATION OF TENDER SUM)		

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CONTRACT NO. : 07/24/25

**UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO
PAVED CONCRETE INTERLOCKING BRICKS**

CALCULATION OF TENDER SUM

ITEM	AMOUNT
TOTAL SCHEDULE A: ROADWORKS	
TOTAL SCHEDULE B: ENVIRONMENTAL MANAGEMENT PLAN	
TOTAL SCHEDULE C: STRUCTURED TRAINING	
TENDER (CONTRACT) SUM	
CONTINGENCIES (10%)	
SUB-TOTAL	
ADD 15% VAT	
TENDER (CONTRACT) PRICE CARRIED TO FORM OF OFFER OF ACCEPTANCE (Page C.3)	

Note: Tender Sum is the value of the offered total of the prices exclusive of VAT,
Contingencies, CPA and specials materials but including contractual variations.

PART C3: SCOPE OF WORK

PART 3.1 : STANDARD SPECIFICATIONS

PART 3.2: PROJECT SPECIFICATIONS

PART 3.3: PARTICULAR SPECIFICATIONS

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PART B: CONTRACT DATA PROVIDED BY THE CONTRACTOR

C1.3: FORM OF GUARANTEE

C1.4: AGREEMENT WITH ADJUDICATOR

**C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

PART C2: PRICING DATA (YELLOW COLOUR)

C2.1: PRICING INSTRUCTIONS

C2.2: BILL OF QUANTITIES

PART C3: SCOPE OF WORK (BLUE COLOUR)

C3.1: STANDARD SPECIFICATIONS

C3.2: PROJECT SPECIFICATIONS

C3.3: PARTICULAR SPECIFICATIONS

PART C4: SITE INFORMATION (GREEN COLOUR)

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PART C3: SCOPE OF WORK

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C3.1 DESCRIPTION OF WORKS

The description of the project contained in this section is merely an outline of the contract works and does not limit the work to be carried out by the Contractor under this contract. The extent and scope of the work to be carried out as part of the contract can change, due to changes to the priority of certain portions of the work, as determined by the client, changes to budgetary constraints or emergency works that have to be completed.

C3.1.1 Employer's Objectives

The employer's objective is to deliver public infrastructure in a sustainable and environmentally friendly manner, in close consultation with the community. In this project, labour intensive construction methods will be used.

C3.1.2 Overview and Location of Works

The Works to be carried out is as described on the drawings (Part C5.3: Contract Drawings) and summarized below:

This project comprises the **UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS**

C3.1.3 Extent of Works

The project network consists of the listed streets section

Project Name	Street No./Description	Total Length
Upgrading of Aubrey Carwash to Kanana from Gravel to Paved Concrete Interlocking Bricks Road	New Proposed road inclusive of belmouth	2.6(km)
	TOTAL	+/-2.6km

The total length of roads to be constructed is ± 3.3 km. The streets will be upgraded from gravel to surfacing with 80mm Interlocking Concrete Block Pave. The major activities for the project will include, among other, the following;

- Clearing and grubbing
- Relocation of services (Eskom and water)
- Removal of indigenous trees
- Moving back fences of encroaching stands
- Mass earthwork
- Hard rock blasting

- Construction of layer works – roadbed, selected ,sub-base and base
- Stabilization of base layer
- Surfacing with 80mm interlocking block pavement
- Improvement/ widening of the intersection with 30mm asphalt intersect
- Installation of culverts
- Construction of concrete v-drains and edge beams
- Construction of Sub-Soil drainage
- Installation of kerbs
- Installation of guardrails
- Construction of speed humps 10
- Stone pitching and gabion installation
- Installation of road signs
- Road markings

C3.1.4 Location of the Works

The proposed project is located in the Namakgale Block E ± 12km outside of Phalaborwa Town through R530 Road within Ba-Phalaborwa Municipality.

The coordinate positions of the settlement are: 23°57'51.44"S 31° 03'30.48"E.

C3.1.4 Construction Program and Project Duration

It is specifically brought to the notice of the Contractor that time is critical on this project, and the construction period will be a major factor in the award of the tender.

Tenderers shall submit with their tender their **preliminary weekly programme for the construction** of the Works under this contract to suit their proposed method of executing the Works. The programme shall be sufficiently detailed to differentiate between the various activities so that the contract may be properly evaluated.

The duration of this project is (12) Twelve months.

C3.1.5 Change in works

The Engineer may, from time to time by order in writing without in any way vitiating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the Engineer. Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work so as to

offer every reasonable facility to other Contractors or to employees of the Employer.

C3.1.5 Temporary Works

No temporary works are anticipated.

C3.1.6 General Information

The Scope of works forms an integral part of the Contract documents and supplements the COLTO standard specification of Road and Bridge works for State Road authorities march 1998 edition (Standard Specification)

in the event of any discrepancy with part or parts of the Standard Specifications, the schedule of Quantities or Drawings, the scope of work shall take precedence.

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

C3.1.6.1 Drawings

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

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

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

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

C3.1.6.2 Power, Water Supply and Other Services

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

C3.1.6.3 Contractor's Camp Site and Security

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

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

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel

and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C3.1.6.4 Additional Requirements for Construction Activities

- C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.
- C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the engineer for approval.

Contract Name Boards

The Contractor shall provide, erect and maintain contract name board(s) at such position and location as directed by the Engineer, which name board shall, unless otherwise specified elsewhere in the Contract, comply with the recommendations for the standard board of the South African Association of Consulting Engineers, with regard to size, painting, decorating and detail, and the requirements as per specification.

The painting of the board shall comply with the relevant requirements of CKS 193 and the colours of the paints shall be an acceptable match to the applicable colours given in SANS 10091.

The Contractor shall keep the contract name board in good state of repair for the duration of the Contract and shall remove it on final completion of the Contract.

EPWP branded name board shall be provided in positions as ordered by the Engineer. The Engineer will provide the lettering required once the tender is awarded.

C3.1.6.5 Programme Requirements for Construction Activities

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

C3.1.6.6 Construction in Confined Areas

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

C3.1.7 Labour Regulations

C3.1.7.1 Payment for the labour-intensive component of the works

Payment for works identified in clause 2.3 “the Extent of the Project” in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

EPWP Scope of Works Guidelines

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

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.

Wage Dispute (Contractor default to pay participants)

(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.

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

Reporting requirement of Contractor

The Contractor should submit the following at the beginning of the Contract:

- (a) Contracts of all the workers employed on the contracts including their certified identity documents;
- (b) Proof of Registration for COIDA and UIF;
- (c) OHS Files

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

C3.1.7.2 **Applicable labour laws**

EPWP CODE of Good Practice and Ministerial Determination

C3.1.8 **Site Usage**

- Ground and access to the works

The Contractor shall where necessary on or adjacent to roads which carry traffic; provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual, and in strict accordance with the requirements of the Protective Services of the Ba-Phalaborwa Local Municipality.

The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. The Contractor shall also take adequate measures to ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

- Care, damage and protection

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions.

During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

- Survey beacons

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The Contractor is to provide the Engineer with written confirmation from the Land **Surveyor** that he has replaced the relevant beacons.

The Contractor's attention is drawn to article 35(i) of the Land Surveying Act No. 9 of 1927 (as amended) in this regard.

- Blasting

As the construction takes place within a built-up area, extreme care is to be taken during any blasting operations. No blasting shall be permitted without prior written consent from the Engineer. Written as well as verbal notice will be given to all house owners in the affected area 24 hours prior to the blast being set off, and the contractor is to do a survey of all the houses (internal and external) in the area prior to blasting.

A full daily report of all blasting operations (in duplicate) is to be completed by the Contractor.

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

This report is to be submitted to the Engineer on a weekly basis, and is to be countersigned by the Engineer.

The contractor is to be noted that he is not to use or permit any person to use an explosive powered tool, unless—

- (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- (b) the firing mechanism is so designed that the explosive powered tool will not function unless—
 - (i) it is held against the surface with a force of at least twice its weight; and
 - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

- Protection of existing vegetation

Before any tree is cut down and removed from the site, the Contractor shall confirm the necessity of such action with the Engineer or his Representative.

▪ Access to individual erven

Access to all public and private property must be maintained at all times. Where trenches cross the access point to any property, the Contractor is to arrange for adequate and safe vehicular and pedestrian crossings over the trenches.

The Engineer must approve the method of providing access before any excavation commences.

▪ Use of construction vehicles and equipment

The contractor shall ensure that all construction vehicles and mobile plants—

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by workers who-
 - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (e) arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- (f) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- (g) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (h) are equipped with an electrically operated acoustic signalling device and a reversing alarm; and
 - (i) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
 - (j) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;

- (k) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (l) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- (m) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (n) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (o) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (p) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

C3.2 ENGINEERING

C3.2.1 Design

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

C3.2.2 Employer's Design

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

C3.2.3 Contractor's Design

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

C3.2.4 Design procedures

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

C3.3 CONSTRUCTION

C3.3.1 STANDARD SPECIFICATIONS

- (a) The following specifications shall apply for the construction of the Works.

(i) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

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

SAICE

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(b) SANS or BS Specifications and Codes of Practice

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

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

(d) Latest **Sabita Manual**, Manual 25 entitled "*Quality Management in the Handling and Transport of Bituminous Binders*".

C3.3.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS**C3.3.2.1 General Conditions of Contract Referred to in the Standard Specifications**

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2010. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

Clause No. in the Standard Specifications	Clause No. in COLTO General Conditions	Equivalent Clause No. in General Conditions of Contract 2010
1202	15	5.6.1
1206	14	Deleted
1209	52	6.10.2
1210	54	51.1
1212(1)	49	6.10.1
1215	45	5.12.1
1217	35	8.2.1
1303	49	6.8
1303	53	6.11
1303	12	5.6
1303	45	5.12.1
1403	40(1)	6.4.1
1505	40	6.4
31.03	40	6.4
3204(b)	40	6.4
3303(b)	2	3
5803(c)	40	6.4
5805(d)	40	6.4
6103(c)	40	6.4
Item 83.03	22	5.15
ALL SECTIONS	48	6.6

C3.3.2.2 Amendments to the Standard Specifications

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

C3.3.2.3 Project Specifications Relating to Standard Specifications

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

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and

for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications and amendments of the standard specifications required for this particular contract.

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

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

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

C3.4 PROCUREMENT

The Tenderer's attention is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Ba-Phalaborwa Local Municipality and The Standard Conditions of Tender as contained in Annexure F of the July 2015 edition of the CIDB Standard for Uniformity in Construction Procurement.

C3.5 SUB-CONTRACTING

No work may be sub-contracted to another party unless approval is given by the Engineer in liaison with the Client in writing. The Contractor is to submit to the Engineer in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted

Before the Engineer in terms of Clause 49 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 6.3 of the General Conditions of Contract for Construction works (2015 3rd Edition), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing.

C3.6 PROJECT SPECIFICATION**MATTERS RELATING TO THE STANDARD SPECIFICATION**

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1200 : GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following to the second paragraph:

“The Contractor shall, however, immediately inform the Employer’s Agent of any underground service which is not shown on the drawing and which he discovers during the execution of the contract.”

Add the following to the fifth paragraph:

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

Insert the following paragraph after the fifth paragraph:

“It is also a condition of this contract that the Contractor notifies the Employer’s Agent in writing at least one week in advance of the intention to search and expose any existing services. During this period the Contractor must assist the Employer’s Agent in gathering information about these services.”

B1204 PROGRAMME OF WORK

(a) General requirements

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

Insert the following before the second paragraph:

“The programme shall be updated monthly in accordance with the progress made by the contractor.”

Add the following after the third paragraph:

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

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

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

- The requirements for work to be undertaken by labourers and work to be undertaken by EC's.

(b) Programme of work for rehabilitation work

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

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

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

Add the following at the end of this clause:

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

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

Add the following:

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

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

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

B1209 PAYMENT

(b) Rates to be inclusive

Add the following:

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

(e) Materials on the site

Add the following:

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

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

(g) Trade Names

Add the following:

"Where materials are specified under trade names, rates must be based on those specified materials. Alternative materials may be submitted as alternative and the Employer's Agent may, after receipt of alternative, approve the use of equivalent materials."

B1214 CONTRACTORS ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

Add the following to the last paragraph of sub-clause (d):

"These written statements shall be handed to the Employer's Agent before the final certificate will be issued. Failing to obtain these written statements from all landowners and authorities concerned, the period of maintenance will be extended including all conditions related to such an extension, until such time that all these statements are obtained.

The obtaining of any such written statements will not relieve the contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the Employer's Agent."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

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

Method (ii) (Critical path method)

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

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

"The value of "n" shall be taken as five (05) working days per calendar month.

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

If normal rainy or inclement weather, resulting in delays, occurs for less than five (05) working days in any calendar month, the difference between the five (05) working days and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

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

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

Rainfall records for Kanana Village in Phalaborwa.

MONTH	AVERAGE RAINFALL (mm)	RAIN DAYS (per month)
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

Add the following sub clause:

"(h) No concrete kerbing or concrete drains directly adjoining the bituminous surfacing shall be constructed prior to the completion of the bituminous surfacing."

B1222 USE OF EXPLOSIVES

Add the following sub clause:

"(h) Where blasting operations are undertaken in close proximity of temporary deviations, the contractor shall implement all such safeguarding measures as may be required and instructed by the Employer's Agent."

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following:

"The total length of the road reserve between the specified limits of construction will be handed over to the contractor on the commencement date. Reference shall, however, be made to the requirements of section 1500 of these specifications where limitations in respect of work-areas are specified. In the event of the non-adherence by the contractor in terms of the mentioned specifications, the Employer's Agent shall withdraw such sections of the road reserve as may be justified to ensure suitable progress of the works or safe passage of traffic."

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

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
	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:

B1230 IN-SERVICE AND STRUCTURED TRAINING

The contractor shall in addition to the structured (accredited) training as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

(a) Details of in-service and structured training

- (i) The contractor shall attach to form RDP 1(E) basic details of his proposed in-service training programme, which details shall inter alia include the following:
 - the details of training to be provided
 - the manner in which the training is to be delivered
 - the number and details of trainers to be utilised.
- (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
- (iii) The contractor shall provide on-site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) 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 following information shall be recorded:
 - the name of the contractor
 - the name of the employee
 - the name of the project/contract

- the nature of the work satisfactorily executed by the worker and the time spent thereon
- the nature and extent of training provided to the worker
- the dates of service.

The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

(b) Lead time for training

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract”.

B1231 COMMUNITY LIAISON OFFICER (CLO)

(a) Appointment

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the Employer’s Agent 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.

(b) Duties of the Community Liaison Officer

The Community Liaison Officer’s duties will be:

- (i) To be available on site daily between the hours of _____(insert time) and _____ (insert time) and at other times as the need arises. His normal working day will extend from _____ (insert time) in the morning until _____ (insert time) in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the Employer’s Agent 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 / reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).

(c) Payment for the community 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. The remuneration of the CLO shall be determined by the Employer in terms of the Sectorial determination 2: Civil Engineering Sector (Task grade 3).

(d) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, Employer's Agent and employer at a maximum period of a six months basis, but with the option of renewal.

B1232 SUBCONTRACTORS

Over and above the stipulations of clause 4.4 of the General Conditions of Contract 2015, regarding subletting of part of the works, it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the consent and approval of the Employer's Agent. Subletting shall in all cases be critically considered by the Employer's Agent.

In addition to the provisions of clause 4.4 of the general conditions of contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the Employer's Agent. Subcontracting shall in all cases be critically considered by the Employer's Agent. The Employer's Agent reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

B1233 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Deceases Act (COIDA). 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 covered by the Contractor to be deemed as included in his General Obligations rates in Section 1300 of the Bill of Quantities.

Add the following clause:

B1234 MINE HEALTH AND SAFETY ACT 1996, ACT 29 OF 1996

(a) Introduction

The main objective of this Act is to protect the health and safety of persons at mines. This specification is therefore aimed at promoting health and safety specifically at borrow pits. Borrow pits are classified as mines.

(b) General Provisions

The contractor shall be responsible for controlling his operations at every borrow pit where material is being excavated to ensure compliance with all the requirements of the Mine Health and Safety Act, 1996. The contractor shall also ensure that the works, shaping and finishing off of the borrow pit are done in accordance with the provisions as specified in section 3100 of the COLTO Standard Specifications and this Act. The contractor shall also comply to the requirements as set out in C3.4.3.2 Environmental Management Plan.

The minimum requirements for operations at borrow pits are:

- Borrow pits are worked in such a way that the health and safety of employees and the public will not be endangered.
- A monthly report shall be submitted to the Employer's Agent on health and safety aspects at the borrow pits.
- The contractor shall appoint a manager to manage the borrow pits in accordance with the Mine Health and Safety Act.
- The contractor shall take the necessary steps to ensure that the work area of the borrow pits are safe at all times. This shall include items such as the provision of fencing and security guards.

(c) Duties of the Manager

The minimum duties of the manager supervising the activities at borrow pits shall be:

- Maintain a healthy and safe borrow pit environment.
- Identify hazards and related risks to which persons and employees are exposed.
- Establish a health and safety policy that
 - o Describes the organisation of work.
 - o Contains aspects concerning the protection of the employees and other persons' health and safety.
 - o Contains a risk analysis.
- Supply and erect the necessary safety and warning signs.

Add the following pay items and change the clause number.

B1235 MEASUREMENT AND PAYMENT

Add the following items:

B12.02 Payment of PSC Members

- | | | |
|----|--|-----------------|
| a) | Provisional sum for the payment of PSC members | Provisional Sum |
| b) | Handling costs and profit in respect of sub-item B12.02 a) | Percentage (%) |

The provisional sum shall be in full compensation to the Contractor for appointing a Liaison Officer from a reputable source. The appointment will be to the approval of the Employer's Agent, and all media releases will be to the approval of the Employer's Agent. The Community Liaison Officer shall be charged with the duty of the work being undertaken and the effects thereof on the community, as well as being responsible for liaisons with the local residents association, civic associations and local municipal councillors."

"ITEM	UNIT
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B12.03 Relocation and protection of existing services

- | | | |
|----|--|-----------------|
| a) | Relocation, including lowering or raising, protection and/or repair of existing services which are not allowed for under any other items in the schedule of quantities | Provisional Sum |
| b) | Handling costs and profit in respect of sub-item B12.03 a) | Percentage (%) |

The stated provisional sum is for the protection or relocation, including lowering or raising and/or repair of services if required. The stated sum or part thereof shall only be expended as ordered by the Employer's Agent."

"ITEM	UNIT
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B12.04 Provision for a Community Liaison Officer

- | | | |
|----|--|-----------------|
| a) | Provisional sum for the payment of the Community Liaison Officer | Provisional Sum |
| b) | Handling costs and profit in respect of sub-item B12.01 a) | Percentage (%) |

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

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.01 a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer."

“ITEM	UNIT
“ITEM	UNIT
B12.05 Contractor's time related obligations in respect of the Occupational Health and Safety Act of the Occupational Health and Safety Act and Construction Regulations	
a) Mine Health and Safety Obligations	Provisional Sum
b) Special Information Signs	Percentage (%)
c) Provision for security guards	Provisional Sum
d) Handling cost and profit in respect of sub-item B12.05a	Percentage (%)

The provisional sum shall be in full compensation to the Contractor for paying the Environmental specialist.

Payment under sub-item B12.15 a) shall be the actual sum paid to by the contractor to the environmental specialist to carry out monthly environmental audits on site.

The percentages shall be the percentages of the amounts actually reimbursed to the Contractor under sub-item B12.15 b) which shall include full compensation for the handling costs of the contractor and profit”

“ITEM	UNIT
B12.06 Submission of the Health and Safety File	Lump Sum

The tendered rate shall include full compensation for all costs to provide the Health and Safety File as required.”

1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1302 GENERAL REQUIREMENTS

(a) Camps, constructional plant and testing facilities

Add the following:

"The contractor shall, at each area where work is being undertaken, provide on a daily basis at least one (1) portable chemical latrine unit per thirty (30) 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 Employer's Agent. No separate payment shall be made for this requirement and 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.

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."

1400 : HOUSING, OFFICES AND LABORATORIES FOR THE Employer's Agent'S SITE PERSONNEL

B1402 OFFICES AND LABORATORIES

a) General

Add the following:

“The facilities to be provided for the Employer's Agent in terms of these specifications shall be fenced off by a two metre high veranda type security fence with diamond mesh on the vertical portion and barbed wire on the overhang. A security gate shall be provided in the fence which shall be guarded at all times by an acceptable watchman provided by the contractor.

The Employer's Agent's establishment may be incorporated within the contractor's establishment provided that the preceding requirements are met to the satisfaction of the Employer's Agent.

Separate payment shall be made for the provision and erecting of the security fence and gate as indicated on the drawings, but the cost in respect of the provision of a watchman at all times by the contractor shall be deemed to be included in the contractor's tendered rate for item B13.01(c).”

For this contract the office, laboratory and other buildings shall be provided complete and fully furnished as shown on the office layout drawings at the end of this **Section 1400**.

b) Offices

The office units shall be furnished with at least the furniture, fittings and fixtures as specified in the standard specifications and as scheduled on the office layout drawings.

g) Ablution units

The ablution units are shown on the layout drawing at the end of this section.

B1404 SERVICES

c) Maintenance

Add the following:

“The Contractor is required to supply soap, toilet paper, towels, cleaners and sanitary personnel, cleaning aids and refuse removal service to keep the offices, laboratories, and ablution facilities clean and tidy at all times.

The Contractor shall also keep the grounds around the offices and all access roads to these facilities, carports and surface drains, clean, neat and in a condition acceptable to the Employer's Agent.”

B1406 MEASUREMENT AND PAYMENT

Replace item 14.01 with the following:

“ITEM

UNIT

B14.01 Provision of site offices complete with all furniture, fittings and fixtures as specified and as scheduled on the drawings

a) Office buildings

i)	Office B: units complete (state floor area)	Number (No.)
ii)	Toilet unit (TU): complete (state floor area)	Number (No.)

The unit of measurement for office units shall be the number of each type complete with all furnishings, fittings, fixtures etc. as listed on the drawings.

The tendered rate for each office unit shall include all plumbing, wiring, LP gas installation (if required), effective burglar-proofing, verandas as shown on the drawings and anything else that may be necessary for the functional operation of each unit.”

14.02 Office and laboratory furniture

This item will not be measured separately as all furniture shall be included in item B14.01.

Add the following sub-item:

“ITEM **UNIT**

B14.03 Office and laboratory fittings, installations and equipment

Add the following new items:

(a)	Items measured by number:	
	(xix) Automatic level with tripod	Number (No)
	(xx) 100m “stylon” steel tape	Number (No)
	(xxi) 5m levelling staff	Number (No)
	(xxii) Windows 11, 15,6-inch full HD IPS display, 8 GB RAM and 512 GB SSD Storage, intel Core i5 1235U Processor, Xe Graphics and 720p HD camera computer and HP Deskjet 840C colour printer.	Number (No)

Add the following new items:

(b) Prime-costs items and items paid for in a lump sum

Amend sub-item (b) (i) to read as follows:

(i)	Provision of cellular telephones	
	(a) Provision of cellular telephone	Prime Cost (PC) Sum
	(b) Provisional sum for the costs of cellular calls and other charges	Provisional Sum
(ii)	Handling cost and profit in respect of sub-item B14.03 (b) (i) (a & b)	Percentage (%)

The unit of measurement for sub-sub-item B14.03 (b) (ix) (1) shall be the number of cellular telephones supplied to the Employer’s Agent’s site supervisory staff. The tendered rate shall include full compensation for the purchasing of the cellular phones inclusive of any fixed contract costs with the service provider.

Measurement and payment in respect of the provisional sum item shall be made in accordance with the provisions of the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under sub-item B.14.03 (b) (i) (b), which shall include full compensation for the handling costs of the contractor, and the profit in connection with the payment of the cost of calls and other charges relating to the use by the Employer's Agent site staff of the supplied cellular telephones."

Add the following new items:

(c) Items measured by area:

(ix) White board sq. metre (m²)

The unit of measurement shall be square metre of the item supplied and installed. The area shall be determined from the authorised outside dimensions in plan.

"ITEM

UNIT

B14.07 Rented, hotel and other accommodation

(c) Rented accommodation

Add the following:

"The engineer may arrange for the obtaining of rented accommodation for his supervisory personnel on site. Payment of such rent shall be made under the provisional sum in sub-item 14.07(a) and shall be expended on a monthly basis by the contractor as ordered by the engineer."

1500: ACCOMMODATION OF TRAFFIC

B1502 GENERAL REQUIREMENTS

(a) Safety

Add the following as an introductory sentence to this sub-clause:

“Traffic shall be accommodated in accordance with the South African Road Traffic Signs Manual with the least delay and discomfort to the public.”

(b) Providing temporary deviation

Add the following:

“The Contractor shall keep the traffic department fully informed with regard to any changes in the normal traffic flow and obtain their approval for these changes.”

(e) Access to properties

Add the following:

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

(i) Traffic safety officer

Add the following after sub-clause (viii):

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

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

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

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

Add the following new sub-clauses:

“(j) Handing over the site

The entire road reserves within the construction limits will be handed over to the contractor on commencement of the contract. The contractor will then be responsible for the accommodation of traffic on, and maintenance of the existing roadways used by the public, from the date of

handing over to the issue of the certificate of completion. The Employer's Agent however reserves the right to adjust this arrangement should progress or safe passage of traffic warrant such a change."

“(k) Use of the Road by the Public

“In all dealings with the public the contractor shall bear in mind the public's right to enjoy the use of the road and that the traffic flow should be disrupted as little as possible. At all points of contact with the public, the contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.”

“(l) Liaison with traffic authorities

The contractor shall liaise closely with the Employer's Agent and shall keep the provincial and metropolitan traffic police fully informed with regard to any changes in the accommodation of traffic planned by the contractor due to construction activities.”

“(m) Failure to comply with provisions for the accommodation of traffic

“The failure or refusal of the contractor to construct and/or maintain diversions, barricades or traffic signs at the proper time or to take the proper precautions for safety and convenience of public traffic as specified or instructed by the Employer's Agent, shall be sufficient cause for suspending all work under this contract without any additional compensation to the contractor until the required construction or maintenance has been completed to the satisfaction of the Employer's Agent.”

“(n) Extension of time for completion

Accommodation of public traffic on the works or any delays caused thereby, or any delays as a result of suspension of work by the Employer's Agent due to non-compliance with paragraph (m) above, will not be regarded as special circumstances for the extension of time.”

“(o) Accommodation of traffic during construction

Accommodation of traffic and the construction of diversions shall be based on the construction programme to be submitted by the contractor and approved by the Employer's Agent. (Refer clause **B1204: Programme of work**).”

“(p) 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.”

“(q) 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 Employer's Agent and be confirmed in writing and be kept on record by the contractor.”

“(r) Maximum lengths of construction areas

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

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

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

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

B1503 TEMPORARY TRAFFIC CONTROL FACILITIES

Add the following after the first paragraph:

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

(c) Road signs and barricades

Add the following:

"Temporary warning and regulatory signs, delineators and barricades shall be of the new black, yellow and red type, in accordance with the figures and plans included in the Road Signs Manual (S.A.D.C.R.T.S.M.) November 1997.

The minimum requirements for road signs, barricades and delineators required for traffic control on the works shall be those set out in the S.A.D.C.R.T.S.M. No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met. The contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the Employer's Agent. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety."

(d) Channelization devices and barricades

Add the following:

"The use of steel drums as channelization devices will not be allowed on this contract. Channelization shall be effected by the use of delineators or cones as detailed in the S.A.D.C.R.T.S.M."

(e) Warning devices

Add the following:

"All construction vehicles using public roads shall be fitted with approved amber flicker lights. The contractor shall provide the Employer's Agent with two amber flicker lights for his own use

when on site. All lights shall have a minimum height of 200 mm and shall be the revolving parabolic reflector type. The flicker lights shall be a mountable type for all construction vehicles and clearly visible to approaching traffic from the rear. Those provided to the Employer's Agent shall have a magnetic base, flexible cable and a connection suitable for insertion into a standard 12 V automobile cigarette lighter socket. No separate payment will be made for any flicker lights fitted to construction vehicles and equipment or those provided to the Employer's Agent.

Flicker lights on vehicles moving on and off the site shall not be switched on while the vehicles are being operated on unrestricted sections of the public road. The lights shall be switched on as the vehicle decelerates to enter the site and switched off immediately after a vehicle leaving the site has accelerated to the general speed of the traffic on the adjacent road.

A sign saying CONSTRUCTION VEHICLE in red lettering at least 300 mm high on a white background shall be securely and prominently fixed to the rear of all construction vehicles using public roads and shall ideally extend over the full width of the vehicle. It shall be kept clean and visible at all times. No separate payment will be made for warning signs on construction vehicles."

Add the following additional sub-clauses:

“(g) Cleaning of traffic cones and road signs

All traffic cones and road signs shall be kept clean and visible at all times. All bituminous material, dirt or other foreign material shall be removed by the contractor from traffic cones and road signs or else new traffic-control facilities shall be provided at the cost of the contractor, as directed by and to the satisfaction of the Employer's Agent."

“(h) Workers clothing

All construction workers shall wear high-visibility clothing when working alongside public traffic in accordance with Roadwork Signing Chapter 13 of the S.A.D.C.R.T.S.M., Section 13.75 and figure 13.30. Three jackets as described in the Manual shall be made available to the Employer's Agent free of charge, when on site."

B1514 TEMPORARY FENCING AND GATES

Replace the contents of this clause with the following:

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

Add the following clause:

B1517 RETRO-REFLECTIVE MATERIAL

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

B1518 MEASUREMENT AND PAYMENT

Re-number item 15.01 as B15.01 and add the following:

“The tendered rate shall also include for all measures necessary to safeguard traffic on temporary deviations during blasting operations as well as all temporary traffic-control facilities for temporary deviations.”

Delete all references to half width construction under payment item 15.01. Half width construction will be measured under payment item 15.10.

Re-number item 15.03 as B15.03 and add the following:

“This sections provides only for additional traffic-control facilities as and when required on instruction by the Employer’s Agent and does not provide for facilities already included under payment item B15.01”

Add the following sub-item:

“ITEM	UNIT
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B15.03 Temporary traffic control facilities

- | | | |
|-----|---|--------------|
| (d) | Amber rotating flashing lights with magnet base as specified for the Employer’s Agent’s use | Number (No.) |
|-----|---|--------------|

The unit of measurement is the number of amber rotating flashing lights with magnet bases supplied to the Employer’s Agent as specified. The tendered rate shall include full compensation for supplying the amber rotating flashing lights to the Employer’s Agent on site as well as maintenance and, if necessary, replacement, thereof to keep it in a good working condition at all times for the duration of the contract.”

- | | | |
|-----|---|--------------|
| (n) | Provision of high visibility safety jackets | Number (No.) |
|-----|---|--------------|

The unit of measurement is the number of high visibility safety jackets and hats supplied to the Employer’s Agent as specified. The tendered rate shall include full compensation for supplying the high visibility safety jackets and hats to the Employer’s Agent on site as well as maintenance and, if necessary replacement, thereof to keep it in a good working condition at all times for the duration of the contract.

Add the following items:

“ITEM	UNIT
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B15.01	Accommodating traffic and maintaining temporary deviations including all flagmen required	Kilometre (km)
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The unit of measurement is the number of kilometres where the roads will be constructed as approved by the Employer’s Agent.”

“ITEM	UNIT
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B15.04 Accommodation of traffic where road is constructed**In half widths****Kilometre (km)**

The unit of measurement is the number of kilometres where the roads will be constructed in half widths as approved by the Employer's Agent."

"ITEM**UNIT****B15.05 Repair or replacement of damaged road signs and delineators**

- | | | |
|-----|---|-----------------|
| (a) | Repair of damaged temporary road signs and delineators | Provisional Sum |
| (b) | Replacement of damaged temporary road signs and delineators | Provisional Sum |

The provisional sums allowed under sub-items B15.05 (a) and (b) shall be expended on a dayworks basis in terms of the provisions of the general conditions of contract.

Payment shall only be made in respect of repair work or replacement of such temporary traffic-control facilities arising from damage or loss occasioned by the travelling public and which did not arise from negligence or non-compliance with the requirements of the specifications on the part of the contractor."

"ITEM**UNIT****B15.06 Land taken up for deviations**

- | | | |
|-----|--|---------------------|
| (a) | Compensation to landowners for land taken up by deviations | Prime Cost (PC) Sum |
| (b) | Handling cost and profit in respect of sub-item B15.06 (a) | Percentage (%) |

The prime cost sum shall be expended in accordance with the provisions of the general conditions of contract. Payment to the landowner shall be made within fourteen (14) days after such order has been given by the Employer's Agent. The contractor shall provide detailed proof of payment before payment shall be certified to the contractor.

The tendered percentage in item B15.06 (b) is an extra over percentage on the amount actually spent under sub-item B15.06 (a) which shall include full compensation for the handling costs and profit of the contractor."

"ITEM**UNIT****B15.07 Penalty to be conducted for non-compliance with requirements For accommodation of traffic**

- | | | |
|-----|------------------------------|--------------|
| (a) | Fixed penalty for occurrence | Number (No.) |
| (b) | Time related penalty | Hours (h) |

The Contractor shall enforce a penalty for the non-compliance with the requirements for the accommodation of traffic. The penalty shall be either occurrence based or time based, depending on the infringement."

1700 : CLEARING AND GRUBBING**B1702 DESCRIPTION OF WORK****a) Clearing**

Add the following:

“Clearing shall include the removal of material to a thickness of up to 150mm in-situ material as ordered by the Employer’s Agent. No payment shall be made for temporary stockpiling of topsoil material in the case where this material is applied as topsoil after completion of road side slopes.

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

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

Payment for gabion boxes and mattresses which have to be removed and the material sorted and stacked shall be made under section 5200”

B1703 EXECUTION OF WORK**(a) Areas to be cleared and grubbed**

Add the following:

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

(c) Disposal of material

Add the following to this clause:

"All material including trees arising from the clearing operation shall be disposed of at a dumping site to be found by the contractor and approved by the Employer’s Agent."

B1704 MEASUREMENT AND PAYMENT

Add the following sub-payment items:

“ITEM	UNIT
B17.01 Clearing and grubbing	
(a) Clearing and grubbing	
(i) Within the road reserve	Hectare (Ha)
(ii) In borrow pits	Hectare (Ha)

Item B17.01 (a) (i) applies to clearing and grubbing done solely on the road shoulders and shall be measured accordingly. Item B17.01 (a) (ii) applies to clearing and grubbing done solely over an approved borrow pit.”

1800: DAYWORK SCHEDULE**B1801 SCOPE**

This section covers the listing of day work items in accordance with the general conditions of contract Sub-clause 6.5.1.1, for the use in determining payment for work which cannot be quantified in specific units in the Pricing Schedule, or work ordered by the Employer's Agent during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Pricing Schedule. No surcharge is applicable to the rates tendered under Section B 1800.

B1802 ORDERING OF DAYWORK

No day work shall be undertaken unless written authorisation has been obtained from the Employer's Agent. The Contractor shall submit records of the work performed as required by the Employer's Agent.

B1803 MEASUREMENT AND PAYMENT

ITEM	UNIT
B18.01 Personnel during normal working hours	
(a) Unskilled labour	Hour (h)
(b) Semi-skilled labour	Hour (h)
(c) Skilled labour	Hour (h)
(d) Foreman – Section Leader	Hour (h)
(e) Flagmen	Hour (h)
(f) Operator	Hour (h)

ITEM	UNIT
B18.02 Personnel outside normal working hours	
(a) Outside normal working hours and Saturdays:	
(i) Unskilled labour	Hour (h)
(ii) Semi-skilled labour	Hour (h)
(iii) Skilled labour	Hour (h)
(iv) Foreman – Section Leader	Hour (h)
(v) Flagmen	Hour (h)
(vi) Operator	Hour (h)
(b) Sundays and public holidays:	

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

	(i) Unskilled labour	Hour (h)
	(ii) Semi-skilled labour	Hour (h)
	(iii) Skilled labour	Hour (h)
	(iv) Foreman – Section Leader	Hour (h)
	(v) Flagmen	Hour (h)
	(vi) Operator	Hour (h)

ITEM		UNIT
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B18.03	Plant	
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(a)	Tipper trucks	Hour (h)
(b)	TLB	Hour (h)
(c)	Pneumatic roller (10 to 25 tons)	Hour (h)
(d)	Front end loader	Hour (h)
(e)	Air compressor and equipment	Hour (h)
(f)	Concrete mixer - 160 litre	Hour (h)
(g)	Tractor and attached mower (for shoulders)	Hour (h)
(h)	Petrol machine weed and vegetation cutters	Hour (h)
(i)	Pedestrian roller (Bomag 120 or similar)	Hour (h)

ITEM		UNIT
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B18.04	Materials	
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(a)	Procurement of materials	Provisional Sum
(b)	Handling costs and profit in respect of sub-item B18.04 (a)	Percentage (%)

ITEM		UNIT
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B18.05	Transport	
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(a)	LDV	kilometre (km)
(b)	Flatbed truck	kilometre (km)
(c)	Semi-trailer and truck	kilometre (km)

The unit of measurement for items B18.01, B18.02 and B18.03 shall be the hour for the item of equipment or personnel. Non-working hours for transport breakdown, lack of operator of any other reason shall not be measured. The time shall be taken from the time that the personnel and/or equipment depart until return.

Measurement shall only be for work instructed and directed by the Employer's Agent, where the Employer's Agent considers no other appropriate rate is applicable in the Pricing Schedule. Prior to the commencement of any work by the personnel described under item B18.01 the

contractor must obtain written consent from the Employer's Agent regarding their classification in terms of "unskilled", semi-skilled" and "skilled" personnel.

The tendered rates for labour under B18.01 and B18.02 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employer's contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non -mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The tendered rates for plant for item B18.03 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles plant and equipment nominated in writing by the Employer's Agent, for all administrative, supervisory, operative and contingent cost, and profit relating to the running of the plant.

The unit of measurement for sub-item B18.04 (a) shall be the amounts actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the general conditions of contract. Only the actual quantities of materials used, as verified by the Employer's Agent, shall be paid for.

The percentage tendered for sub-item B18.04 (b) shall be the percentage of the amounts actually paid for the procurement of materials as ordered under sub item B18.04 (a) and shall be in full and final compensation in respect of the contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The unit of measurement for item B18.05 shall be the kilometre distance that the vehicle travelled for transporting personnel and/or plant. All travelling shall be approved by the Employer's Agent.

The tendered rate for item B18.05 shall include full compensation for the cost of the vehicle including fuel, maintenance depreciation and running costs.

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

2100: DRAINS

B2105 CLASSIFICATION OF MATERIALS

Add the following:

(a) Hand Excavation

“In order to safeguard existing services, structures, fixtures, appliances or other works, it may be necessary to preclude the use of mechanical excavators for the excavation of trenches in materials defined as soft material. Where ordered by the Employer’s Agent in writing, such excavation shall be carried out by hand and classified as hand excavation for payment purposes.”

(b) Hand excavation, no blasting

“The Employer’s Agent may forbid the use of explosives for the excavation of trenches in material defined as hard material where the Contractor would normally have resorted to blasting. Where ordered by the Employer’s Agent in writing, such excavation shall be carried out by other means and classified as hard material, no blasting for payment purposes. Payment shall be made as an extra over for hand excavation as defined above.”

2200: PREFABRICATED CULVERTS**B2201 SCOPE**

Add the following:

“All rectangular culverts with spans from 0,9m up to and including 2,4m shall be constructed with precast units.

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

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

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

B2203 MATERIALS**(b) Portal and rectangular prefabricated concrete culvert units**

Replace this sub-clause with the following:

"Precast concrete units shall comply with the requirements of the latest SANS 986:2006

specification. Prior to the manufacture of any units the manufacturer shall submit his Quality Plan to be approved by the Employer’s Agent before delivery of any units to site. As part of the Quality Plan submitted for approval copies of calibration certificates of both gauges used for proof loads and cover meters used at the factory shall be supplied to the Employer’s Agent. The originals of these certificates shall at all stages also be available for inspection at the factory premises. The manufacturer shall check each precast unit for cover compliance, and random checking of units shall not be permitted. The Employer’s Agent 's representative may visit the factory at any stage to ascertain adherence to the quality plan as well as to check covers before delivery to site. Any substandard cover shall result in the batch being rejected. Should the manufacturer not be adhering to their Quality Plan the Employer’s Agent may exercise the right to reject the use of products from the manufacturer concerned. The employer shall also be informed in all such cases.

For durability requirements due to the reduced cover provided for pre-cast culverts all

durability testing shall be done in accordance to Clause B6404 (h) shall fall within the severe category.”

B2218 MEASUREMENTS AND PAYMENT**B22.01 Excavation**

Add the following sub-item:

“ITEM	UNIT
(b) Extra-over sub-item 22.01(a) for excavation by hand irrespective of depth	Cubic Metre (m3)

The unit of measurement shall be the cubic meter of material excavated by means of labour using hand tools only. This item shall only apply where the dimensions of the area to be excavated are such as to render excavation by machinery impractical and where the Employer’s Agent has specifically ordered or authorised excavation by hand. This item shall not apply where machine excavation would have been possible but the Contractor chooses to use hand excavation instead.

The tendered extra-over rate shall include full compensation for all additional costs in excavating the material using hand held tools.”

B22.13 Removing existing pipes

Add the following sub-item:

“ITEM	UNIT
(a) Removing existing pipes (600mm or less)	Metre (m)

The unit of measurement shall be the cubic meter of material excavated by means of labour using hand tools only. This item shall only apply where the dimensions of the area to be excavated are such as to render excavation by machinery impractical and where the Employer’s Agent has specifically ordered or authorised excavation by hand. This item shall not apply where machine excavation would have been possible but the Contractor chooses to use hand excavation instead.

The tendered extra-over rate shall include full compensation for all additional costs in excavating the material using hand held tools.”

2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS**B2301 SCOPE**

Add the following:

“The position and length of the following types of concrete kerbs and channels are indicated on the geometric layout plans, typical drawings and on the drainage plans.

Type A	:In situ concrete channel, 0,8m wide on fills
Type B	:Precast concrete kerbing, semi-mountable (SABS 927-1969)
Type C	:In situ concrete kerbing at intersections
Edge beam	:In situ concrete kerbing at farm access and bus stops
Type E, F1 & F2	:In situ concrete “V”-shaped channels in side drains and open drains.”

B2302 MATERIAL

Add the following new subclauses:

(e) Metal pipes

“Metal pipes down side slopes shall comply with the requirements of clause 2203 of the standard specifications.”

B2304 CONSTRUCTION

(d) Slip form kerbing

Add the following:

“Slip-form kerbing shall under no circumstances be allowed.”

(e) Cast in situ kerbs and channels

Add the following:

“Forming and templates used to form joints between alternate sections shall be of steel plate of which the thickness shall not be less than 5mm.”

Add the following new subclauses:

(i) Construction sequence

Replace paragraphs (i), (ii) and (iii) with the following:

“In all cases where kerbing and/or channelling adjoin the bituminous surface of the road, the kerbing and/or channelling may only be constructed after the bituminous surface has been completed.

Before commencing with the kerbing and/or channelling, the surfacing and the base, shall be accurately cut to line with a mechanical saw to a minimum depth of 75mm. After excavation the concrete shall then be cast against the cut surface without formwork. All material outside the cut line must be carefully removed to the required thickness of concrete without damaging the edge before commencing with the casting of the concrete. No payment shall be made for repair work as instructed by the engineer to damage caused by the cutting/excavating process of surfacing and base layers. Any concrete spilt onto the surfacing shall immediately be removed and cleaned. Where so required by the engineer, the contractor shall, without any additional compensation, paint emulsion over the stained surface.

Add the following subclause:

(k) Formwork and finish

“Formwork and finish of concrete kerbs shall comply with the requirements of section 6200. All visible edges on the sides or at joints of cast in situ concrete kerbs or channels shall be rounded with a rounding tool.”

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 Employer’s Agent’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.”

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

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

Add the following new sub clause:

“(h) Haul roads

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

B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS

Add the following to this clause:

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

B3108 MEASUREMENT AND PAYMENT

Change item 31.01 to read as follows:

"ITEM	UNIT
B31.01 Excess overburden:	
(a) Depth up to and including 0,5m	cubic meter (m ³)
(b) Depth exceeding 0,5m and up to 1,5m	cubic meter (m ³)

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

Add the following new item:

3300: MASS EARTHWORKS**B3302 MATERIALS****(b) Fill**

Add the following under item (iv):

“The maximum swell at 100% Mod AASHTO compaction shall not be more than 2%.”

B3306 CUT AND BORROW**(a) Dimensions of cuts**

Replace the second sentence of the third paragraph with the following:

“No additional or extra over payment will be made for widening existing or partly completed cuttings along the road. The widening of such cuttings shall be measured and paid for as ‘cut and borrow to fill’ (Item B33.01) or ‘cut to spoil’ (Item B33.04) as instructed by the Employer’s Agent.”

(c) Borrow

Replace the first sentence of the second paragraph of this sub-clause with the following:

“Where insufficient material is available for fill from cut, material will be imported from commercial sources, borrow pits, Employer identified sources or stockpiles of milled pavement

layers, which may include asphalt. The Contractor shall use only material that conforms to specification and source materials to keep over-haul to a minimum."

(e) The temporary stockpiling of materials

Replace the contents of this sub-clause with the following:

"The Contractor shall plan his activities in such a manner so that materials excavated from borrow areas and cuttings can be directly transported to and placed at the designated points.

The temporary stockpiling of material will not be paid for separately unless instructed by the Employer's Agent, and full compensation will be deemed to have been included in the rates tendered for the various payment items for work for which the stockpiled material is to be used."

(f) The disposal of surplus material

Insert the following after the first sentence of this sub-clause:

"The Employer's Agent may order any surplus material to be stockpiled at approved sites."

Add the following after the first paragraph:

"Material shall be disposed of by side spoiling only on the written instructions of the Employer's Agent."

B3310 CONSTRUCTION TOLERANCES

Add the following sub-clause:

(c) Layer thicknesses

"The thickness tolerances referred to in clauses 8205 and 8305 for the 150 mm natural gravel fill layer compacted to 93% of modified AASHTO density, shall be as follows:

	D90	Dmax	Daverage
Fill layer	30 mm	40 mm	10 mm"

B3312 MEASUREMENT AND PAYMENT

General directions

(3) Work in restricted areas

Delete the contents of this sub-clause and replace it with the following:

"No additional or extra over payment will be made for work in restricted or confined areas."

Amend the description of item 33.01 as follows:

B33.01 Cut and borrow to fill, including free-haul up to 0.5 km

Replace the fifth measurement and payment paragraph with the following:

"The tendered rates shall include full compensation for procuring, furnishing and placing the material, including excavating as if in soft excavation, the cutting of benches, the transporting of material over the haul distance, for preparing, processing, shaping, watering, mixing, and

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO PAVED CONCRETE INTERLOCKING BRICKS

compacting the materials to the densities or in the manner specified herein and for removing and disposing of up to 5% oversize material from the road after processing.

The material contemplated by this pay item is all in-situ material excavated for the widening of the existing roads, and excavations for new culverts."

Add the following payment Item

"ITEM	UNIT
B33.01 Cut and borrow to fill, including free-haul (including all overhaul) up to 1,0km from road reserve	
(a) Material in layer thicknesses of 200mm and less:	
(i) Compacted to 90% of modified AASHTO density	Cubic Metre (m3)

The tendered rate shall also include full compensation for purchasing the material from a commercial source, for procurement, crushing (to a max size of 2/3 of the specified layer thickness), placing and compacting as well as for hauling the material over an unlimited free-haul distance. All fill obtained from commercial sources shall comply with clause 3302 (b)."

3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add the following at the end of the second paragraph:

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

Add the following after the second paragraph:

"Distinction shall be made between crushed and natural G4, G5 and G6 materials. Where the crushing and/or screening of these materials have been specified, the combined grading shall conform to the grading limits specified for G4 class material in Table 3402/1."

Replace Table 3402/5 with:

Table B3402/5: Requirements for Chemically Stabilised Layers

Classification	C1	C2	C3	C4
Material before treatment	At least G2 quality	At least G4 quality	At least G5 quality	At least G6 quality
PI after treatment	Non-plastic	Non-plastic	6 max. *(1)	6 max. *(1)
UCS (MPa) *(2)	6 min.	4 min.	1,5 min	0,75 min.

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ITS (kPa) *(3)	-	-	250 min.	200 min.
WDD (% loss)	5 max.	10 max.	20 max.	30 max.

Note

- * (1). For materials derived from the basic crystalline rock group, the Plasticity Index after stabilisation shall be non-plastic.
- * (2). Unconfined Compressive Strength @ 100% Mod. AASHTO density
- * (3). Indirect tensile Strength @ 100% Mod. AASHTO density
- * (4). Wet/Dry Durability according to Method B 8110"

(b) Compaction requirements

The lower and upper stabilised sub-base layers shall be compacted to 95% and 97% of modified AASHTO density respectively.

B3405 CONSTRUCTION TOLERANCES**(a) Level**

Replace the table in the sub-clause with the following:

	<u>H 90</u>	<u>H max</u>
Selected layer	25 mm	33mm
Lower sub-base layer	20 mm	25 mm
Upper sub-base layer	15 mm	20 mm
Base layers	12 mm	15 mm
Shoulders and wearing course	30 mm	25 mm

The difference of the deviation from the design level of two consecutive levels of the base layer shall not exceed 10mm"

Add the following:

"Level control for the various pavement layers shall be done at least at the following minimum intervals in the longitudinal direction:

Layer	Interval
-------	----------

Selected layer, sub-base, shoulders and wearing course	20 m
Base	10 m"

(b) Layer Thickness

Replace the table in the sub-clause with the following:

	<u>"D₉₀</u>	<u>D_{max}</u>	<u>D_{ave}</u>
Selected layer	30 mm	40 mm	10 mm
Lower sub-base layer	25 mm	33 mm	8 mm
Upper sub-base layer	20 mm	25 mm	5 mm
Base layers	15 mm	22 mm	5 mm
Shoulders and wearing course		30 mm	10 mm"

3500: STABILIZATION**B3502 MATERIALS****(a) Chemical stabilizing agents**

Delete sub-clauses (ii) Ordinary Portland cement and (iii) Portland blast-furnace cement and replace with the following:

"Cement shall comply with the relevant requirements of SANS 50197-1:2000.

The nominal rate of application for tender purposes as a percentage of the mass of the material to be stabilized and compacted to the required modified AASHTO density shall be as follows:

C3 material: 3.5% on a G5 material

C4 material: 3.0% on a G6 material

The Employer's Agent may instruct the contractor to amend the percentage and possibly the type of stabilizing agent if necessary after tests on the site during construction."

(e) Water

Add the following before the first paragraph:

Water used in the compaction and curing of stabilised layers shall comply with the requirements of Water Quality Code H3 as specified in table B1219.

B3503 CHEMICAL STABILISATION**(d) Mixing in the stabilizing agent**

Add the following:

"The Contractor shall prepare a trial section for each type of material without any extra payment to demonstrate his proposed mixing process before extensive mixing commences. The cost of the trial section shall be deemed to be included in the rates tendered.

After approval has been obtained, the mixing process and equipment shall remain unaltered unless otherwise instructed by the Employer's Agent.

The fact that the Employer's Agent has approved the mixing process shall not relieve the Contractor of his obligations in respect of the mixing specified elsewhere in the Specifications. It will serve only as a guideline to ensure that the specified mixing requirements can actually be met."

(h) Curing the Stabilized work

Add the following to paragraph (ii):

The covering material shall be placed by end-tipping, and compaction of this covering layer shall be delayed until the underlying layer has cured for 7 days.

Add the following to paragraph (i):

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

(i) Construction limitations

Add the following:

"No stabilisation shall be done with falling air temperatures when the air temperature falls to below 7°C, or during rising air temperatures, when the air temperature is below 3°C.

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

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1°C during the first three (3) days after stabilization. The Contractor shall refrain from stabilizing when such temperatures become probable. When a sudden unforeseen temperature drop to a level below this limit occurs, the stabilized layer shall be covered with the material required for the next layer to be constructed.

All stabilized layers damaged by frost or by the formation of ice in the layer shall be removed and replaced by the contractor at his own expense. The Contractor shall make allowance for these requirements in his construction programme, and no claims in this connection will be considered."

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

The quality with regard to the quantity and distribution of the stabilizing agent will be controlled on site by the Employer's Agent. The Contractor must therefore notify the Employer's Agent at least 24 hours in advance of any planned stabilization.

B3510 MEASUREMENT AND PAYMENT**B35.02 Chemical stabilizing agent**

Add the following note:

“The notation used for Portland cement and Portland blast-furnace cement corresponds with the notation specified in SANS 50197-1.”

SECTION 4200 : ASPHALT BASE AND SURFACING**B4215 MEASUREMENT AND PAYMENT**

“ITEM” **UNIT**

B42.08 100 mm cores in asphalt paving **Number (No)**

Amend the 1st sentence by adding the following after the word “drilled...” “Irrespective of depth of the core.”

Add the following additional payment item:

“ITEM” **UNIT**

B42.21 Construction of Speed Humps - According to the Drawings issued by the Engineer **Number (No)**

“The unit of measurement is the meter of speed hump’s constructed as shown on the drawings or as directed by the Employer’s Agent.”

5100: PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION**B5102 MATERIALS**

(c) Sand

(ii) Sand for bedding

Add the following:

“The sand shall be of uniform moisture content when spread and shall be protected against rain when stockpiled on site prior to spreading.”

(d) Paving blocks

Delete the first paragraph and replace with:

“Paving blocks shall comply with the requirement of the specification for "Precast Concrete Paving Blocks issued by the Concrete Masonry Association.

The curing period of the concrete paving blocks at the factory, before moving and delivering to site shall be a minimum of fourteen (14) days. Should the blocks not have reached their strength after fourteen (14) days of curing, they shall be cured for such additional period as is necessary to achieve the required strength.”

Add the following sub-clause:

**(f) Edge
beams**

Edges without concrete channels or kerbs shall be restrained by means of Class 25/19 concrete edge beams to the dimensions shown on the drawings or as directed by the Employer’s Agent.”

B5106 SEGMENTAL BLOCK PAVING

(a) Sand for bedding

Add the following:

“The moisture content of the sand when spread shall be 6 % +/- 2 %. Where the sand bed is accidentally compacted before the units are laid, it shall be raked and re-screeded evenly in a loose condition. If sand has been spread and the work cannot be completed on the same day, the sand shall be removed, and stockpile for re-use on another day.”

(b) Laying of the paving blocks

Delete the first two paragraphs and replace by the following:

(i) Laying of blocks

Blocks shall be placed on the screeded sand bed to the indicated herringbone, basket weave or stretcher laying pattern, care being taken to maintain alignment and the specified bond throughout the job. To assist in maintaining control of alignment and bond, string lines shall be used. The joint width in the completed paving shall be 2 to 6 mm. Where possible the first row shall abut against an edge restraint with a gap of 2 to 4 mm. In each row all full units shall be laid first. Closure units shall be cut and fitted subsequently.

The closure units shall consist of not less than 25 % of a full unit. Units may only be cut using a disc cutter fitted with either a concrete standard masonry or diamond disc. Infill spaces between 25 and 50 mm wide shall be filled with class 25/13 concrete. For smaller spaces dry packed mortar shall be used.

Any foot or barrow traffic shall use boards overlaying paving to prevent disturbance of units prior to mechanical compaction. No other construction traffic shall be allowed on the pavement at this stage of construction

After block laying the sand bedding shall be fully compacted and the blocks brought to design levels and profiles by means of a suitable plate compactor. Sufficient passes shall be made to compact the bedding sand and produce an even surface.

The compactor shall be a high frequency low amplitude mechanical flat-plate vibrator having a plate area sufficient to cover a minimum of 12 units and an energy output suitable to compact the sand bedding layer.

Compaction shall proceed as closely as possible following laying and prior to the acceptance of any traffic. Compaction should not be attempted, however, within one metre of the laying face. Compaction shall continue until lipping has been eliminated between adjoining units. Joints shall then be filled and compacted as hereinafter described.

All work to within one metre of the lying face must be left fully compacted at the completion of each day's laying. Any units damaged during compaction shall be immediately removed and replaced.

(ii) Joint filling

As soon as practical after construction, in any case prior to the termination of work on that day and prior to the acceptance of construction traffic, dry sand for joint filling shall be spread over the pavement. The sand should be broomed to fill the joints, and a further pass with the vibrator plate made to vibrate the sand into the joints. Additional sand shall be spread over the surface if required.

(iii) Pre-loading of pavement

As soon as possible after joint filling, construction traffic shall be encouraged to use the pavement to achieve maximum "lockup".

(iv) Removal of excess sand

Prior to opening the pavement to normal traffic, all excess sand shall be removed."

(g) Finishing requirements

(i) Segmental block paving

Delete this sub-sub-clause and replace with the following:

"The completed paving shall be even, neat and flush with the kerb or side-beam edging and may not lie below the side of the kerbing. The finished surface of the paving shall present a regular and smooth appearance to the eye, in the opinion of the Employer's Agent, and the paving shall be so laid that water will not pond on the surface. The finished surface of the paving shall, after 3 months after opening to traffic or pedestrians, be accurate within the following limits:

PAVING	PERMISSIBLE DEVIATION
<u>Founding layers:</u>	
Top of sub-base layer from designated level	+/- 10 mm
Thickness of 25 mm compacted sand bedding layer	+/- 10 mm
<u>Finished paving:</u>	
Line of pattern:	
i) from any 3 m straight-edge, not exceeding	10 mm

ii) from any 20 m straight, not exceeding	20 mm
Vertical deviation from 3 m straight-edge:	
i) at kerbs, channels, gullies, manholes and other edge restraints	0, + 3 mm
ii) elsewhere, subject to adjustment necessary for vertical corner, not exceeding	10 mm
Difference in surface level or adjacent units, not exceeding	3 mm

5200: GABIONS

B5201 SCOPE

Add the following paragraph

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

B5203 CONSTRUCTION OF GABION CAGES

(a) General

Add the following new sub-clause:

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

B5204 CONSTRUCTING GABIONS

(c) Assembly

Delete and substitute with:

(c) Assembly, erection and stretching

(i) Assembly

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

(ii) Erection

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

(iii) Stretching

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

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

(d) Rock filling

Add the following new sub-sub-clause:

(iii) General

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

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

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

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

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

Add the following new sub-clauses:

(e) Final wiring

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

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

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

(f) Removal, dismantling and stacking of gabions

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

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

5600: road signs

B5601 SCOPE

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

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards

Add the following:

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

(a) (ii) Steel profile road signboards

Add the following:

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

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

B5604 ROAD SIGN FACES AND PAINTING

Add the following new subclause:

“(e) Application of retro-reflective material

All sign faces shall be faced with class 1 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. All sign lettering and symbols are to be class 1 retro-reflective material with the exception of direction signs which is to be Class III retro-reflective material.

For W405, W406, R1 and W409 signs, the sign faces shall be Class III retro-reflective material and the lettering and symbols shall be Class III retro-reflective material.”

B5605 STORAGE AND HANDLING

Add the following:

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

Drilling of holes, except for the fastening of overlays

Application of any form of adhesive

Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material

Covering the sign face with an impermeable material that does not allow free circulation of air.”

B5606 ERECTING ROAD SIGNS

(c) Erection

Add the following:

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

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

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following:

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

Dismantling shall include sign panels and ground mounted sign supports.

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

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

B5609 MEASUREMENT AND PAYMENT**ITEM UNIT**

B56.01 Road sign boards sign faces with painted or coloured background. Symbols, lettering and borders in engineering-grade retro-reflective material, where the sign board is constructed from:

Amend the last two lines of the second paragraph to read:

“completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists’ view of the new or replaced sign board.

5700: ROAD MARKINGS**B5702 MATERIALS****(a) Paint**

(i) Retro-reflective road marking paint

Add the following:

“During actual painting, the contractor shall provide the Employer’s Agent with sealed samples of the paint to be used together with details of the paint batch numbers and testing carried out on these particular batches by the paint manufacturer, to prove compliance with this specification. These samples shall be kept until the end of the defects liability period.”

B5704 MECHANICAL EQUIPMENT FOR PAINTING

Add the following:

“The machine shall always operate in the direction of the traffic when applying lane markings.”

B5706 SETTING OUT THE ROAD MARKINGS

Add the following:

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

B5707 APPLYING THE PAINT

Add the following:

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

B5711 GENERAL

Insert the following into the last sentence of the last paragraph between “black paint” and “or chemical paint remover”:

“, bituminous emulsion, slurry”

Add the following to the last paragraph:

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

Add the following new clause:

“B5715 REMOVAL OF EXISTING ROAD STUDS

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

B5714 MEASUREMENT AND PAYMENT

Add the following payment item:

ITEM	UNIT
B57.06 Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)	

Add the following:

“Referencing of existing barrier lines and other road marking lines prior to milling and other operations, shall be included in the tendered rate for setting out and pre-marking.”

5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS**B5902 FINISHING THE ROAD AND ROAD RESERVE**

Add the following to the first paragraph:

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

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

The Employer’s Agent may order additional finishing of the road reserve which will entail the collection and disposal of loose rocks etc. Payment for this work will be made under daywork items included in section 5900 of the bill of quantities as described in section 1800 of these project specifications.”

8100: TESTING MATERIALS AND WORKMANSHIP**B8103 THE COSTS OF TESTING****(a) Process Control**

Rename the heading as “Materials Quality Control” and replace the contents with the following:

“The costs of testing shall be undertaken by a combined laboratory facilities for process, acceptance control and correlation testing subject to the following requirements laid down by the Employer:

- (i) The contractor accepts the test results of the combined laboratory. Should there be any doubts with regard to certain test results, this will be settled by an independent laboratory mutually agreed upon. The cost in such cases will be to the account of the party at fault.”

C3.7 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

CONTENTS

- C3.7.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS
- C3.7.2 ENVIRONMENTAL MANAGEMENT PLAN
- C3.7.3 PROVISION OF STRUCTURED TRAINING
- C3.7.4 EPWP REQUIREMENTS

C3.7.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS

OHS.1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

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

In terms of the OHS Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993 and the Construction Regulations 2014.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Working high above the ground on top and below the bridge, most of the time in a restricted environment with limited landings (working platforms)
- Working above a continuously flowing river and in a flood plain environment subject to flooding
- Lifting and lowering of materials and equipment from the ground to the bridge and vice versa, exposed to cross winds
- Steep and restricted access to the lower flood plain below the bridge
- Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- High pressure during testing of the relocated pipe lines, which could result in potentially dangerous situations in the event of the pipeline or fittings failing
- Potentially harmful gasses when tying into the existing sewer mains
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from bridge
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

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

OHS.2 DEFINITIONS

For the purpose of this contract the following shall apply:

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

(b) “**Contractor**” wherever used in the contract documents and in this specification, shall have the same meaning as “**Contractor**” as defined in the General Conditions of Contract.

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

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

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

OHS.3 TENDERS

The Contractor shall submit the following with his tender:

(a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;

(b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;

(c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.

(d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

OHS.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 4, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

OHS.5 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

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

OHS.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

OHS.7 APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

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

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety**

Officer if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

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

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

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

7.4 Health and safety committee

In terms of Sections **17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

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

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Excavation work as described in Regulation 13;
- (d) Demolition work as described in Regulation 14;
- (e) Scaffolding work as described in Regulation 16;
- (f) Suspended platform operations as described in Regulation 17;
- (g) Material hoists as described in Regulation 19;

- (h) Bulk Mixing plant operations as described in Regulation 20;
- (i) Explosive actuated fastening device as described in Regulation 21;
- (j) Cranes as described in Regulation 22;
- (k) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 23(1);
- (l) Control of all temporary electrical installation on the construction site as described in Regulation 24;
- (m) Stacking and storage on construction sites as described in Regulation 28; and
- (n) Fire precautions on construction sites as described in Regulation 29.

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

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

OHS.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHS 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 7(1b) with inputs by the Construction Safety Officer (Regulation 8(5));
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1c)) and temporary works (Regulation 10) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13(2)(h));
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(3));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 11(2));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 19(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 21(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1) (k)).

OHS.9 CONTRACTORS RESPONSIBILITIES

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

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Management Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 8 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 8.

(d) Risk assessment for construction works (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 3 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 9.

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 10 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access (Regulation 18)

Where rope access is required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Bulk Mixing plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive actuated fastening devices (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 22 shall be complied with.

(r) Construction vehicles And mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping and general safeguarding on construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 30 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 4 to 30 as listed in Regulation 33, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

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

OHS.10 MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 9.1 to 9.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be in

C3.7.2 ENVIRONMENTAL MANAGEMENT PLAN

ENVIRONMENTAL MANAGEMENT AND COMPLIANCE MONITORING

C3.6.2.1 PLANNING AND DESIGN

Various environmental management considerations must be dealt with prior to construction by the engineer, ECO and/or the contractor.

Technical design

- Environmental sensitivities identified during the environmental impact assessment are listed below. The engineer must ensure that appropriate mitigation measures have been identified and incorporated into the technical designs.
- Maintenance of surface drainage and natural hydrological regimes, taking into consideration events of very high velocity and volumes of rainfall. Ensure meadow drains do not drain directly into streams. Ensure side or V-drains are lined or at least have rows of rocks (bolster) to slow water flow.
- Protection of road where it falls into the floodplain of rivers or streams.
- Erosion control. Consider soft rehabilitation measures due to dispersive nature of soil in the area, i.e. Minimise the use of hard engineering structures-erosion tends to cut around these structures. Rather reshape and grass gullies.
- Control of storm water drainage into fields and wetlands, taking into account the dispersive nature of soils in the area. Avoid concentrating flows and address head cut erosion and soil pipe formation (begins where water ponds artificially and infiltration is higher than under natural conditions).
- Protection of wetlands from concentrated storm water runoff.
- Protection of streams from erosion.

C3.7.2.2 PRE-CONSTRUCTION

Construction site layout plan

Prior to construction, the engineer, with input from the ECO, must approve the construction site layout plan prepared by the contractor showing the positions and extent of all permanent and temporary site structures and infrastructure. The site comprises all the land set aside for construction and supervision accommodation and any other location required for the execution of the works.

Site handover

The ECO will attend the site handover meeting, where the EMPr will form part of the agenda. Key environmental matters discussed at this meeting will be minuted and submitted as part of the environmental reporting. The construction site layout plan is key component of site handover and must be finalised before site handover can be completed.

The approved plan must be attached to the site handover meeting minutes. Amendments to this plan must be discussed and approved at subsequent site meetings.

Method statements

Before a construction activity commences, the engineer and the ECO will agree which activities require a method statement. In such cases, the contractor, with assistance from the ECO if required, will submit a written method statement, which should include the following:

- The type of construction activity.
- Locality where the activity will take place.
- Identification of impacts that might results from the activity.

- Identification of activities or aspects that may cause an environmental impact.
- Methodology and/or specifications for impact prevention for each activity or aspect.
- Methodology and/or specifications for impact containment for each activity or aspect.
- Emergency/disaster incident and reaction procedures.
- Treatment and continued maintenance of impacted environment.

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

The engineer and ECO will review and approve the construction method statements.

C3.7.2.3 CONSTRUCTION AND REHABILITATION

Site inspections and meetings

The ECO will conduct regular compliance inspections and must attend key meetings. The ECO is required to conduct a site visit and will record the findings of the site inspection in a site inspection checklist, which will serve as the environmental compliance report. Anything of an environmental nature that arises at or in between the site meetings must be reflected in written correspondence (email/fax/letter) directed or copied to the ECO; a copy of which must be placed in the environmental management files. If required, the ECO must conduct a site visit to address the matter and must record the matter in the next inspection checklist.

Substantial completion

The ECO will attend the substantial completion inspections. Outstanding environmental matters requiring attention will be provided to the engineer for inclusion in the snag list, which is attached to the substantial completion certificate.

Final completion and environmental performance certificate

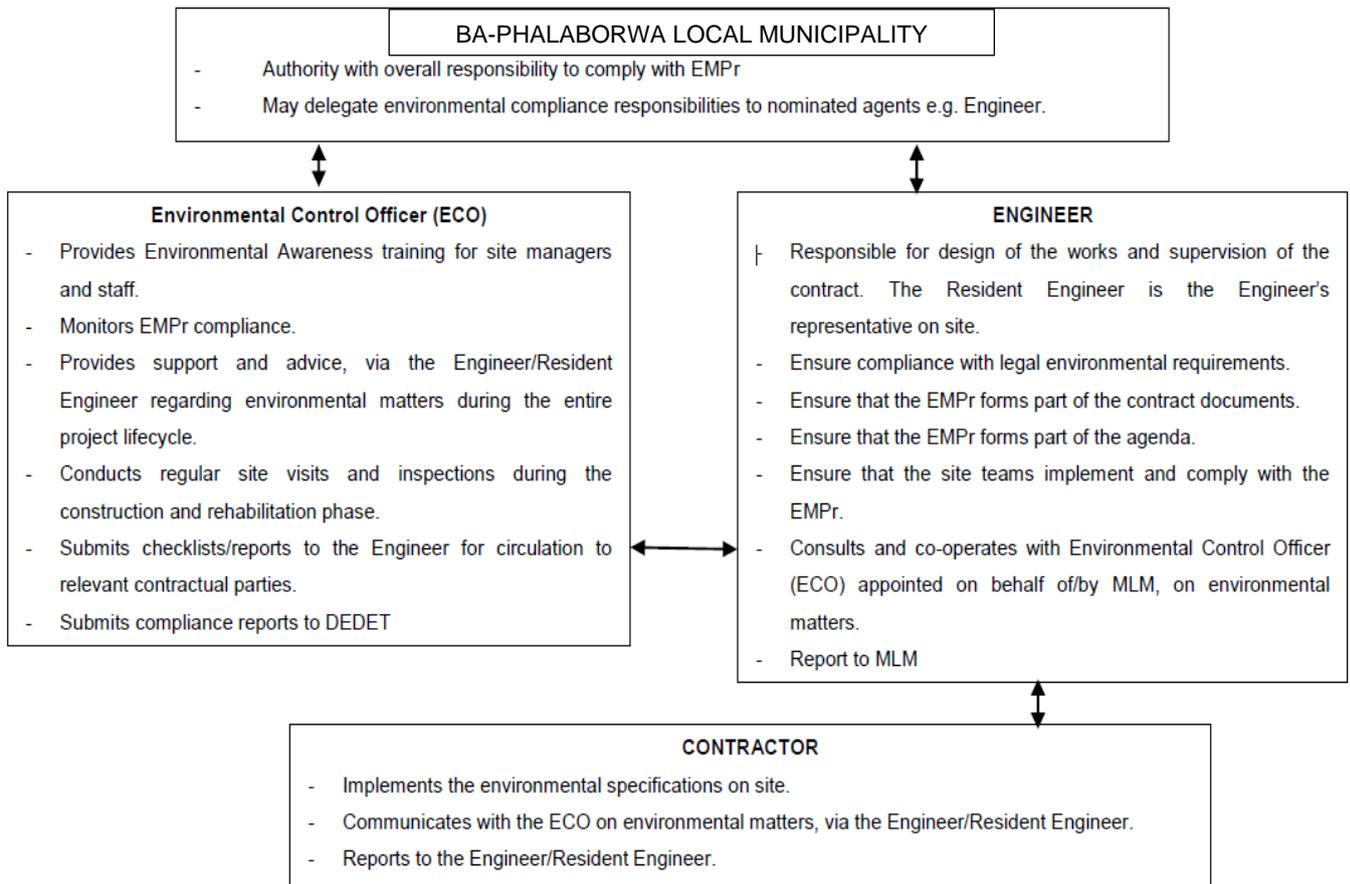
Once the environmental items on the snag list have been addressed to the satisfaction of the ECO, the ECO will provide written signoff confirming that the environmental specifications applicable to the contractor(s) have been met. This will be submitted to the engineer prior to the final certificate of completion being issued.

Defects liability period

During the defects liability period, the ECO will conduct site inspections and bring any environmental concerns to the attention of the engineer. This shall include any environmental damage due to the failure of erosion control measures, which will need to be rehabilitated to the satisfaction of the engineer and the ECO.

ORGANISATIONAL RELATIONSHIPS: ROLES, RESPONSIBILITIES AND COMMUNICATION

The following diagram is a generic overview of the roles and relationships between responsible parties with regard to implementation of and compliance with the EMPr.



C3.7.2.4 NON-COMPLIANCE AND REMEDIAL ACTION

The contractor and its sub-contractors are deemed not to have complied with the EMPr if:

- There is evidence of contravention of the EMPr specifications within the boundaries of the construction site, site extensions and haul/access roads.
- There is contravention of the EMPr specifications that relate to activities outside the boundaries of the construction site.
- Construction activities take place outside demarcated areas.
- Environmental damage ensues due to negligence or intent.
- Failure to comply with corrective or other instructions issued by the engineer within a specific time period.

Where the ECO identifies non-compliance by the contractors and sub-contractors, it will be discussed at the site meetings (or when identified) and remedial actions and associated timeframes specified. The ECO will record these incidents of non-compliance together with the specified remedial actions and timeframes in the site inspection checklist (which serves as the

environmental compliance report). The resident engineer (re) must also record the relevant instructions for the contractor(s) in the site diary. If the specified remedial action has not been carried out by the contractor(s) within the period stipulated by the ECO, the non-compliance in question shall be dealt with as follows:

- Where non-compliance has resulted in environmental damage to the site which cannot be rectified by the remedial action specified by the ECO, or the contractor(s) has failed to carry out the remedial work within prescribed time limit(or permitted extension thereof),the ECO shall convene a meeting between the re and the contractor, at which appropriate remedial work shall be discussed and agreed, and failing agreement within 10 days ,such dispute shall be resolved in accordance with the dispute resolution provisions contained within the contract.
- In determining appropriate remedial action, the ECO and engineer shall with the relevant authority and where necessary, obtain specialist input.
- The engineer shall issue an instruction to the contractor to procure execution of the remedial work as agreed between the parties, and the contractor shall be obliged to procure such remedial work within the prescribed period to the satisfaction of the engineer.
- Failure by the contractor to comply with an instruction from the engineer to procure the carrying out of the required remedial work shall constitute a material breach of contract, entitling the Ba-Phalaborwa Local Municipality to the applicable remedy.
- Where the Ba-Phalaborwa Local Municipality has taken action to procure the remediation of such consequences it shall be entitled to recover from the contractor the full cost of remediation.
- Records of non-compliance and corrective action or remedial work should be kept as part of record keeping.

Compliance Auditing

The environmental monitoring reports will be submitted to Tshashu Consulting and Project Management / DEDET. In terms of its mandate, Tshashu Consulting and Project Management / DEDET has the right to inspect the proposed project during construction and operation to check compliance.

Record Keeping

The following environmental records must be kept by the ECO in good order and be made available to independently auditors and /or DEDET if required:

- Environmental authentication (EA) from DEDET.
- EMPr.
- Construction site layout plans.
- Method statements.
- All communications detailing changes to design/scope that may have environmental implications.
- Site inspection checklists (serving as the regular environmental compliance report).
- Environmental awareness training attendance registers and training material.

- Environmental incident and accident reports.
- Environmental performance certificates (written sign off).
- All relevant permits, agreements and legal documents relating to environmental matters.
- Photographic records before, during and after construction.

C3.7.3 PROVISION OF STRUCTURED TRAINING

C3.7.3.1 SCOPE

C3.7.3.2 GENERIC TRAINING

C3.7.3.3 ENTREPRENEURIAL SKILLS TRAINING

C3.7.3.4 MEASUREMENT AND PAYMENT

C3.7.3.1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

C3.7.3.2 GENERIC TRAINING

C3.7.3.2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

C3.7.3.2.2 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

C3.7.3.2.3 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power.
- (b) All necessary stationery consumables and study material.
- (c) Transport of the students (as necessary).

C3.7.3.2.4 The contractor's training programme shall be subject to the approval of RAL and the contractor shall if so instructed by the municipality alter or amend the programme and course content if a need is identified once the contract commences.

C3.7.3.2.5 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C5 of this document (form RDP 11 (E))

C3.7.3.3 ENTREPRENEURIAL SKILLS TRAINING

C3.7.3.3.1 Small contractors, subcontractors and the Project Steering Committee (PSC) will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

C3.7.3.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.

C3.7.3.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.

C3.7.3.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.

C3.7.3.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.

C3.7.3.3.6 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material.
- (c) Transport of the subcontractors (as necessary).

C3.7.3.3.7 All entrepreneurial training shall take place within normal working hours.

C3.7.3.3.8 The contractor's training programme shall be subject to the approval of the municipality and the contractor shall if so instructed by the municipality alter or amend the programme and course content if a need is identified once the contract commences.

C3.7.3.3.9 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C5 of this document, (form RDP 12 (E)).

C3.7.3.4 MEASUREMENT AND PAYMENT

ITEM	UNIT
E12.05 Provision for accredited training	
(a) Generic skills	Provisional sum
(b) Entrepreneurial skills	Provisional sum
(c) Handling cost and profit in respect of sub-item E12.05(a) and (b) above	percentage (%)
(d) Training venue (only if required)	lump sum

The prime cost sums are provided to cover the actual costs (including wages and the daily PSC reimbursement) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item E12.05 (c) is a percentage of the amount actually spent under sub-items E12.05(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for E12.05(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue.

Payment of the lump sum will be made after the provision of all the accredited training, issuing of all certificates and submission of all records as specified in the document.

C3.7.4 EPWP REQUIREMENTS**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

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.

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.

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

Reporting requirement of Contractor

The Contractor should submit the following at the beginning of the Contract:

- (a) Contracts of all the workers employed on the contracts including their certified identity documents;
- (b) Proof of Registration for COIDA and UIF;
- (c) OHS Files

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

EPWP Special Project Specification

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

Requirement for 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 minimum rate of pay set for the EPWP or Ba-Phalaborwa LM is R 180.00 per day.

Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.
- c) The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3 of the EPWP Infrastructure Guidelines.
- 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:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

Employment demographics

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.



C4. SITE INFORMATION

C4.1 SITE INFORMATION

C4.2 LOCALITY PLAN

C4.3 TENDER DRAWINGS

C4.1 Site Information

Material site investigation

One borrow pit was investigated. The centreline investigation of the road to be constructed was conducted. Geotechnical report will be supplied to the successful contractor.

Pavement and layer works design

Taking into account the insitu sub-grade material and the expected material available from borrow pits, the following pavement design is proposed:

- a) Surfacing: 80mm Interlocking Block Pave
- b) Base: 150mm thick stabilized gravel compacted to 97% of Modified AASHTO Density, with minimum desired UCS = 1000Kpa at 97% of Modified AASHTO Density (C4) – can be from the borrow pit or commercial source.
- c) Sub-base: 150mm thick natural gravel compacted to 97% of Modified AASHTO Density, (G5/G6 material from the borrow pit or commercial source)
- d) Selected: 150mm thick natural gravel compacted to 95% of Modified AASHTO Density, (G7 material from the borrow pit or commercial source)
- e) Roadbed: Rip and re-compact 150mm thick in-situ gravel compacted to 90% of Modified AASHTO Density, with minimum CBR = 7 at 90% of Modified AASHTO Density.
- f) Fill: Compacted to 90% of Modified AASHTO Density.

Structures

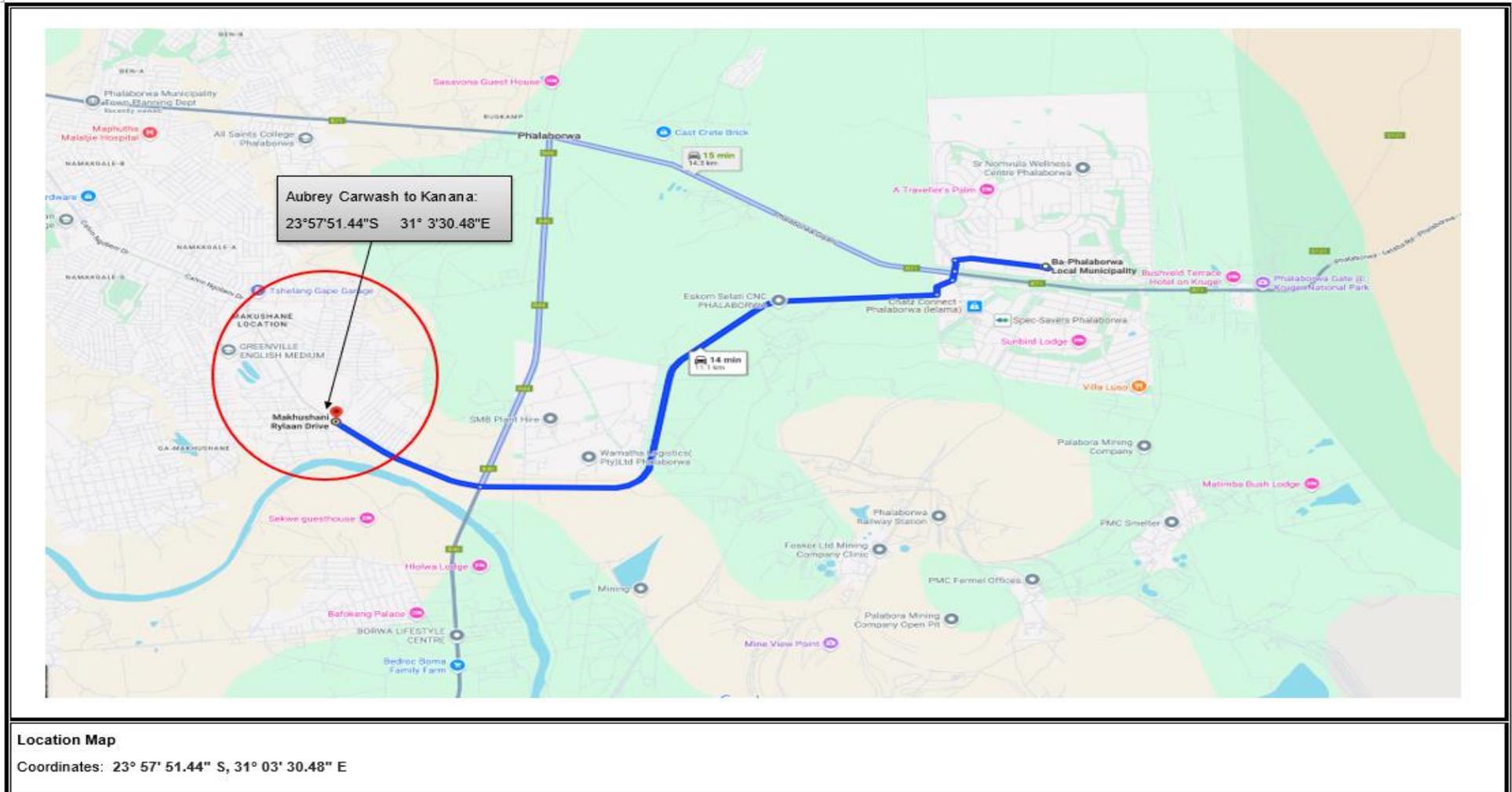
No major structure will be constructed. Only Concrete storm water box culverts will be installed

Services

The following services were noticed on site. No further details of existing services were available during design stage.

- Water pipes
- Fences

C4.2 Locality Map



C4.3 Tender Drawings

BA-PHALABORWA MUNICIPALITY

TENDER NUMBER: 07/24/25

**UPGRADING OF AUBREY CARWASH TO KANANA FROM
GRAVEL TO CONCRETE PAVING INTERLOCKING BRICKS**

TENDER DRAWINGS

ISSUED BY :-



BA-PHALABORWA

BA-PHALABORWA MUNICIPALITY

Private Bag X01020

PHALABORWA

1390

FAX: (015) 781 6300

TEL: (015) 781 6300

PREPARED BY :



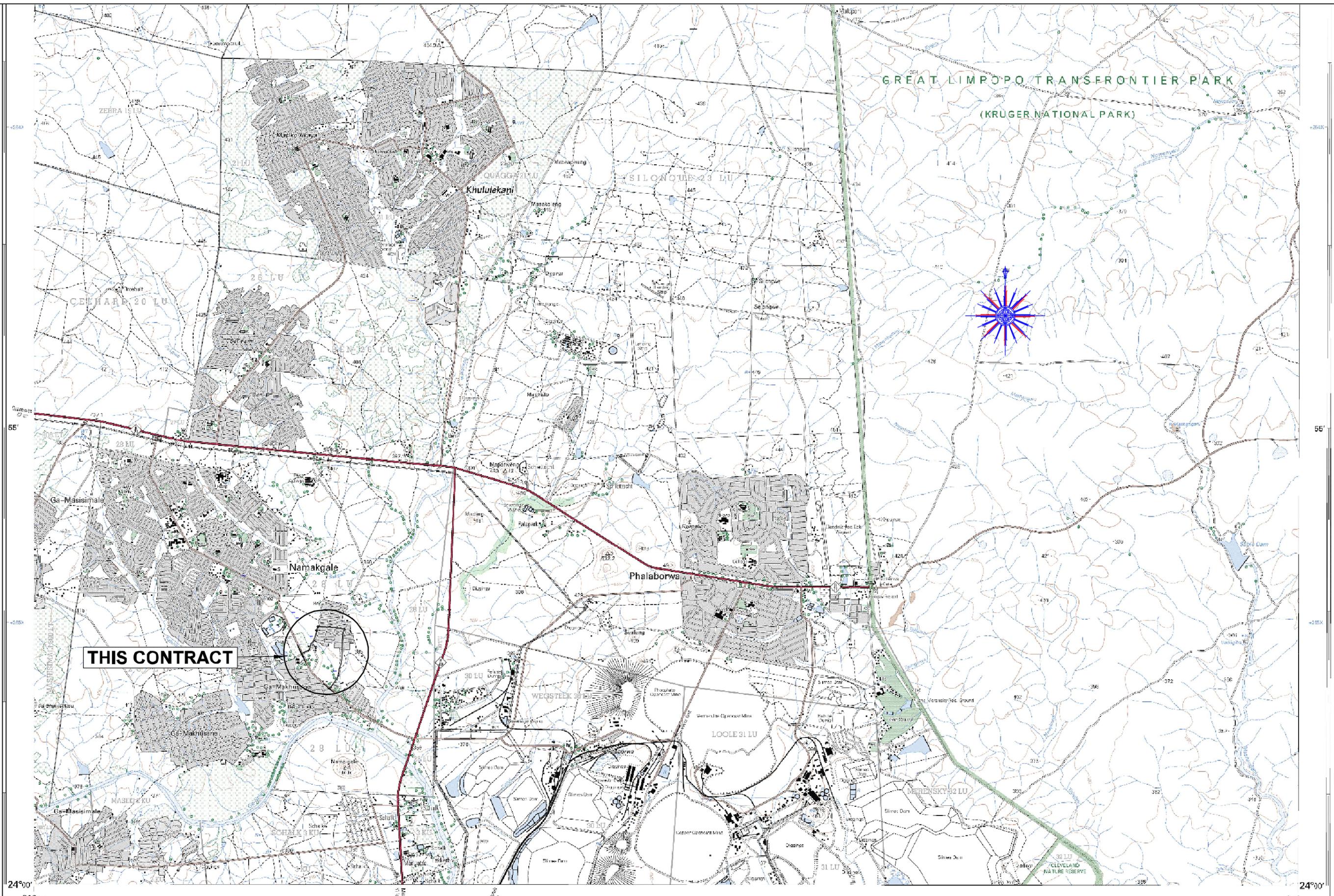
P.O. Box 5617
Polokwane-North
0750

TEL (015) 291 4365

FAX (015) 291 5392

e-mail : admin@tsconsulting.co.za

NAME OF TENDERER



No	DATE	REVISION	BY	CHKD BY	CHKD BY

**FOR TENDERING
PURPOSE**

DESIGNED BY	
CHECKED BY	
DRAWN BY	
CHECKED BY	

CLIENT **BA-PHALABORWA MUNICIPALITY**
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CONSULTING ENGINEER

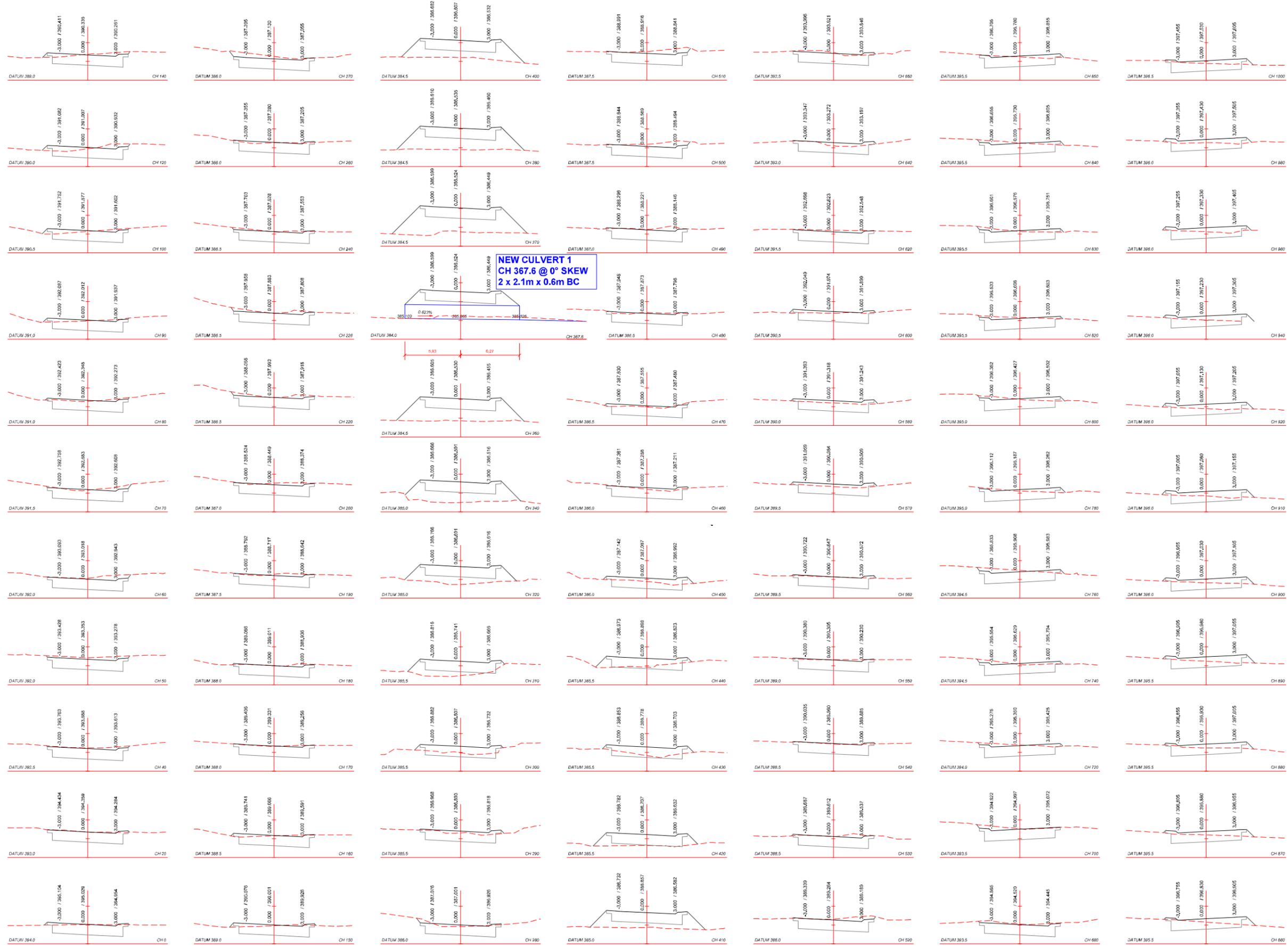
Client	DATE

TENDER NO: 07/24/25

**UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO
CONCRETE PAVING INTERLOCKING BRICKS**

LOCALITY MAP

AS PER PLAN	SHEET 1 OF 1
SCALE	1 : 35 000
PROJECT NO	TS/AUBR/07/24/25/00
DATE	TS/AUBR/07/24/25/00



No	DATE	REVISION	REVISION	CONSULT	DR

FOR TENDERING PURPOSE

DESIGNED BY
CHECKED BY
DRAWN BY
CHECKED BY

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Client _____ DATE _____
CONSULTING ENGINEER _____ DATE _____

TENDER NO: 07/24/25

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO CONCRETE PAVING INTERLOCKING BRICKS

**STREET CROSS SECTIONS:
CH 0 TO 1000**

AS BUILT PLAN
For Client

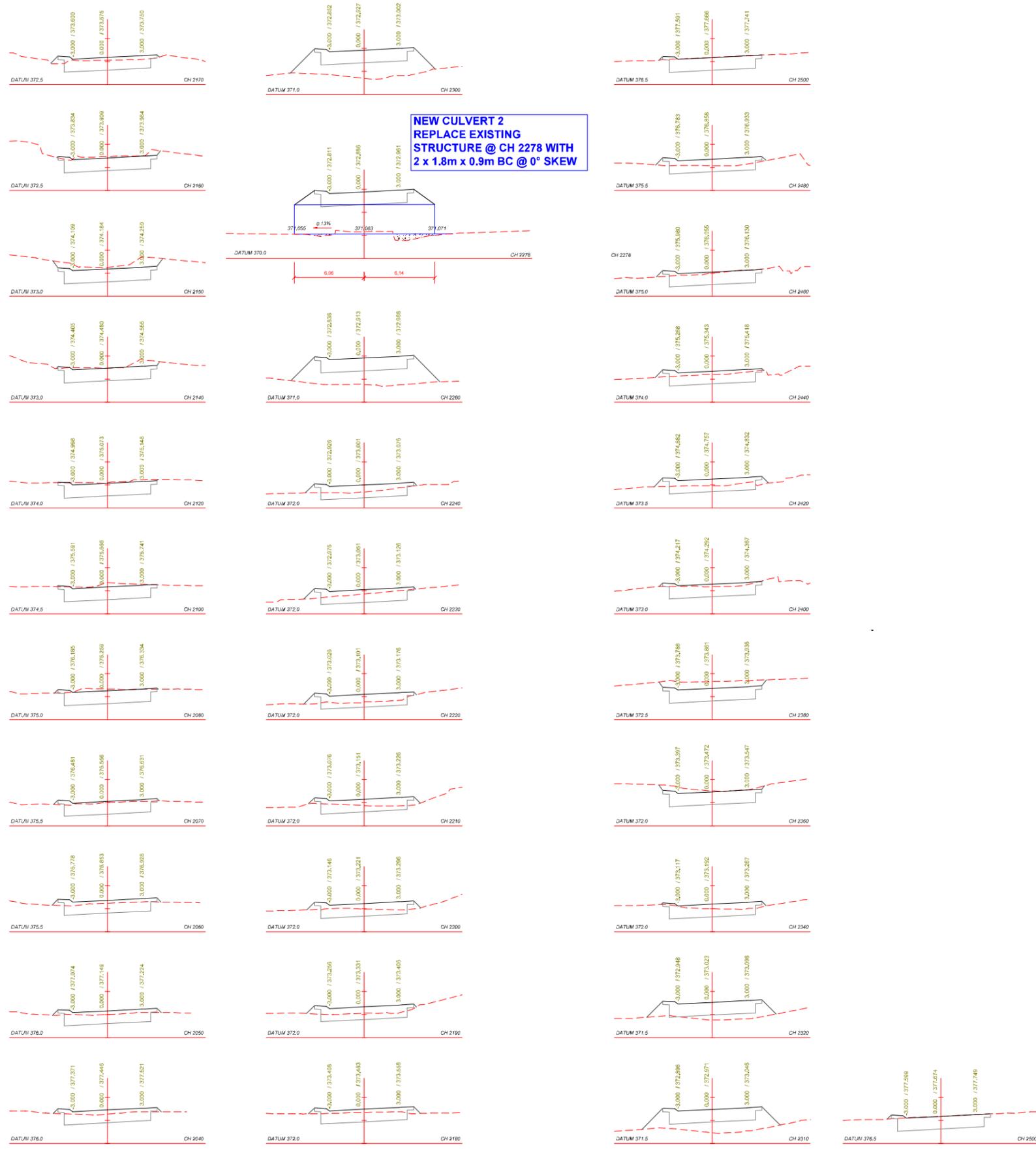
For Consulting Engineer

CONSULTANTS
DRAWING NUMBER
TSAUBR/07/24/25/06

SHEET **1** OF **1**

SCALE
HOR 1 : 200
VER 1 : 100

DRAWING NUMBER
TSAUBR/07/24/25/06



**NEW CULVERT 2
REPLACE EXISTING
STRUCTURE @ CH 2278 WITH
2 x 1.8m x 0.9m BC @ 0° SKEW**

No	DATE	REVISION	REVISION	CONSULT	DR

FOR TENDERING PURPOSE

DESIGNED BY _____
 CHECKED BY _____
 DRAWN BY _____
 CHECKED BY _____

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Client _____	DATE _____
CONSULTING ENGINEER _____	DATE _____

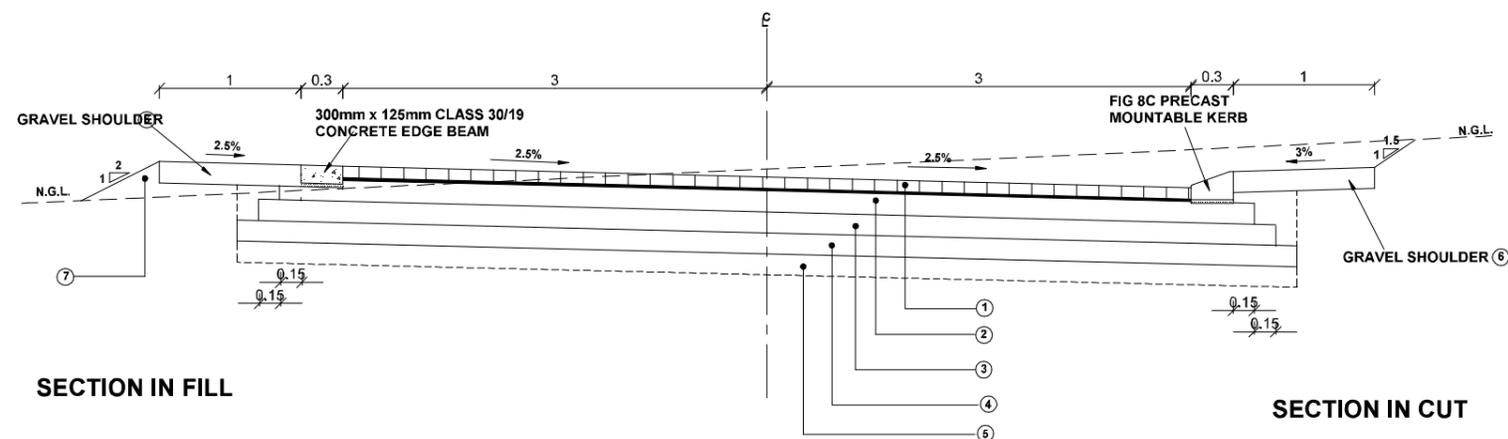
TENDER NO: 07/24/25

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO CONCRETE PAVING INTERLOCKING BRICKS

**STREET CROSS SECTIONS:
CH 2040 TO 2500**

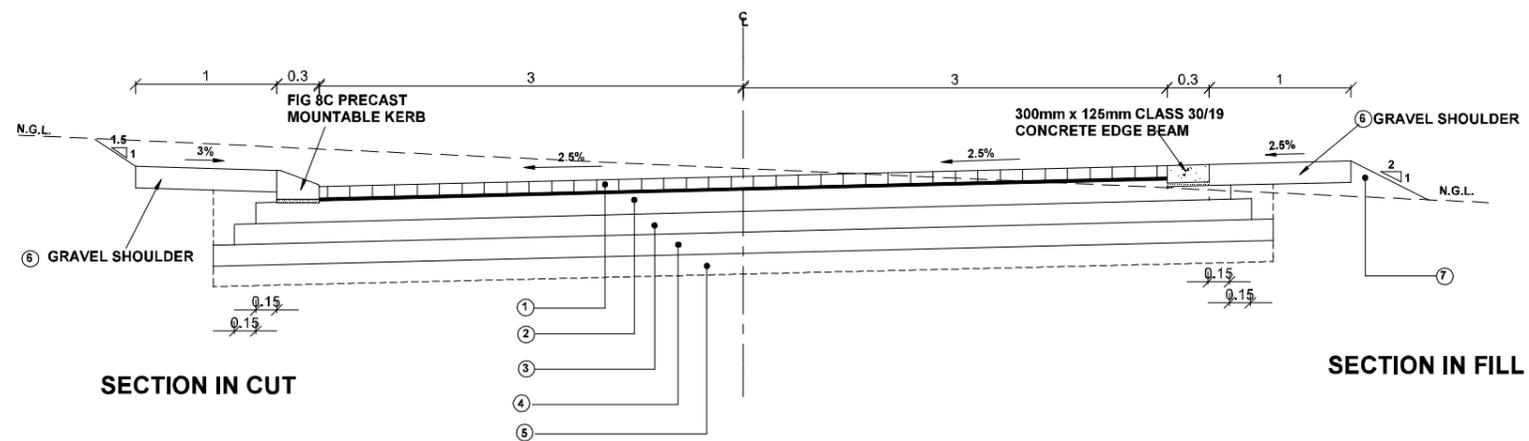
AS BUILT PLAN	SHEET 1 OF 1
For Client	SCALE HOR 1 : 200 VER 1 : 100
For Consulting Engineer	DRAWING NUMBER TSAUBR/07/24/25/08
CONSULTANTS DRAWING NUMBER TSAUBR/07/24/25/08	DRAWING NUMBER TSAUBR/07/24/25/08

MATERIAL REQUIREMENTS						
LAYER NO.	LAYER	THICKNESS (mm)	MIN UCS (KPa)	MIN CBR	TRH 4	DESCRIPTION
1	PAVING BLOCKS	80				ON 20mm SIFTED RIVER SAND
2	BASE COURSE	150	1000 @ 97%		C3	STABILISED LAYER @ 97% MOD AASHTO DENSITY (FROM BORROWPIT OR COMMERCIAL SOURCE)
3	SUB-BASE	150		15	G6/G7	COMPACTED TO 95% MOD AASHTO DENSITY (FROM BORROWPIT OR COMMERCIAL SOURCE)
4	SELECTED LAYER	150		15	G6/G7	COMPACTED TO 93% MOD AASHTO DENSITY (FROM BORROWPIT OR COMMERCIAL SOURCE)
5	ROADBED	150		7	G7	IN-SITU RIP & RECOMPACT TO 93% MOD AASHTO DENSITY
6	GRAVEL SHOULDER	150		7	G7	COMPACT TO 93% MOD AASHTO DENSITY
7	FILL			7	G7	COMPACT TO 90% MOD AASHTO DENSITY



TYPICAL CROSS SECTION: CH 700 TO END

SCALE 1 : 25



TYPICAL CROSS SECTION: CH 0 TO CH 680

SCALE 1 : 25

No	DATE	REVISION	REVISION	CONSULT	DR

FOR TENDERING PURPOSE

DESIGNED BY	
CHECKED BY	
DRAWN BY	
CHECKED BY	

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Client	DATE
CONSULTING ENGINEER	DATE

TENDER NO: 07/24/25

UPGRADING OF AUBREY CARWASH TO KANANA FROM GRAVEL TO CONCRETE PAVING INTERLOCKING BRICKS

TYPICAL CROSS SETCTIONS & PAVEMENT DESIGN

AS BUILT PLAN	SHEET 1 OF 1
SCALE	AS SHOWN
CONSULTANTS DRAWING NUMBER	DRAWING NUMBER
TS/AUBR/07/24/25/09	TS/AUBR/07/24/25/09