

MHLONTLO LOCAL MUNICIPALITY



T101-LOWER LWANDLANA ACCESS ROAD

PROJECT NO: EQS/TLL/EC/R-19/20

NAME OF BIDDER:

CLOSING DATE:

TENDER SUM:

CLIENT:

ENGINEERS:

MHLONTLO LOCAL MUNICIPALITY



Mhlontlo Local Municipality
96 Church Street
Qumbu, 5180

CONTACT: Ms Z. Petse

Tel : 047-553 7000

Fax : 047-553 4201

Email: petsezibele@gmail.com

OLON CONSULTING ENGINEERS (PTY) LTD



22901 Southernwood Green Complex
Errol Spring Avenue
Southernwood
Mthatha, 5100

CONTACT: Mr M. Tshaka

Tel : 047 531 6253

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JUNE 2020

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TENDER NOTICE AND INVITATION TO TENDER

T1.1 BID NOTICE & INVITATION TO TENDER

MHLONTLO LOCAL MUNICIPALITY



T1.1: TENDER INVITATION

PROJECT NAME	CIDB	CONTRACT NUMBER	ADVERT DATE	BRIEFING DATE	CLOSING DATE
Construction of T101-Lower Lwandlana Access Road	4CE or Higher	EQS/TLL/EC/R-19/20	17 th June 2020	Tenderers will be advised to utilize the layout plan and visit the site on their own time due to COVID 19 regulations.	16 th July 2020 12h00 PM, Qumbu townhall

Suitably qualified, capable and experienced tenderers are hereby invited to tender for the construction of the above projects. The above project is situated in Mhlontlo Local Municipality within O.R. Tambo District Municipality.

Tenderers must take particular note of the following:

1. Tenderers are required to submit valid SARS Tax Clearance Certificate or Pin with the tender in order to be considered.
2. Tenders must declare performance guarantee as per contract
3. Tenderers are required to submit the Company Profile.
4. Tenderers are required to submit proof of registration with CIDB, for A Joint venture must submit a proof of registration with consolidated CIDB grading.
5. A valid original B-BBEE status level verification certificate or a certified copy thereof, sustaining the BBBEE rating issued by a verification agency accredited by SANAS (South African Nation Accreditation system).
6. A Joint venture must submit a consolidated valid original B-BBEE status level verification certificate or A certified copy thereof substantiating their B-BBEE rating issued by a verification agency accredited by the SANAS (South African Nation Accreditation system).

7. Submit Joint Venture agreement in the case of joint venture.
8. Tenderers are required to submit the methodology
9. Tenderers must submit all the requirement as per returnable schedules and must be attached in a relevant page
10. Submit Proof of Municipal rates no later than one month
11. Submit Central Supplier Database Report not later than one month
12. Failure to submit a comprehensive JV agreement (where applicable) individual partners are to comply and submit all relevant documents.
13. A pre-qualification criterion for preferential is applicable, therefore a minimum appointed service provider would be required sub-contract part of their works to the designated groups contemplated in terms of regulations 2017.

Failure to supply all supplementary information may result in the tender being deemed an incomplete tender and will not be considered forward.

Tender documents will be available as from **05 June 2020** from www.etender.gov.za and www.mhlontloli.gov.za . The service providers are advised to inspect the site utilizing the provided layout plans at their own time and seek clarity by contacting the Consultants to the project.

Evaluation Criteria

Tenderers will be evaluated for functionality and those who score equal or more than 70% will be considered for price and equity.

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
Availability of Plant and Equipment Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	25	Grader X1	5
		TLB X1	5
		Tipper Truck X5	5
		Excavator X1	5
		Water TankerX2	5
		Leasing with proof of all the above	10

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
		None of the above	0
Company experience in terms of projects completed	25	Five(5) projects upwards	25
		Four Projects	20
		Three projects	15
		Two projects	10
		One project	5
		None of the above	0
Key Personnel and Qualification	20	Project Manager/Contract Manager: (ND Civil Eng. or Equivalent)	10
		Health and Safety Officer (OHS Cert)	4
		Site Foreman (Skill)	6
		None of the above	0
Quality of methodology relevant to assignment step by step with time frames	30	A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames.	30
		Basic methodology with time frames	10
		Unclear methodology with no time frames	0
TOTAL	100	Minimum	70

Only Bidders who score 70% or more on Stage 1 would be evaluated further and eligible for award.

Preferential Procurement Regulations, 2011 Pertaining to the MFMA will apply.

80 points for price

20 points for B-BBEE status level contributor. The joint venture company needs to

submit a consolidated B-BBEE certificate in order to store B-BBEE points.

All tenders shall hold good for 90 days after tender closing date. The Council is not bound to accept the lowest or any tender and or part thereof and the Council reserves the right to accept any tender in whole or in part. All electronic, telegraphic, telefax, e-mail and late tenders will not be considered and tenders not deposited in the tender box as prescribe in this notice will not be considered as well.

For enquiries regarding bid documents, please contact Ms B. Jara at 047 553 7000.

For technical enquiries please contact the Technical Services of Mhlontlo Local Municipality, Ms Z. Petse @ 047 553 7000/ 047 542 0192

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Acting Municipal Manager
Mr T.P. Mase
Mhlontlo Local Municipality
P.O. Box 31
Qumbu
5180

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR
T101-LOWER LWANDLANA ACCESS ROAD
TO THE REQUIREMENTS OF THE MHLONTLO MUNICIPALITY

PROJECT NUMBER:	EQS/TLL/EC/R-19/20	CLOSING DATE:	16 July 2020	CLOSING TIME:	12h00
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DESCRIPTION: CONSTRUCTION OF T101-LOWER LWANDLANA ACCESS ROAD

- The successful bidder will be required to fill in and sign a written **Contract Form (MBD 7)**.
- Bid documents must be deposited in the bid box situated at **Mhlontlo Municipality, Municipality Building, 96 LG Mabindla Avenue, Qumbu, 5180**
- Bidders should ensure that bids are delivered timeously to the correct address. Late bids will not be considered.
- The bid box is generally open 8 hours, 5 days a week.
- All bids must be submitted on the official bid document – (not to be re-typed)

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

Name Of Bidder	
Postal Address	
Street Address	
Telephone Number	Code: Number:
Cellphone Number	
Facsimile Number	Code: Number:
Vat Registration Number	

Has an original tax clearance certificate been submitted (MBD 2)?	YES / NO
Are you the accredited representative in South Africa for the good/Services offered	YES / NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER	
DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED	
TOTAL BID PRICE	

TENDER DATA

T1.2 Tender Data

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

The additional conditions of tender are:

Clause number Tender Data

F.1.1 The Employer is **MHLONTLO LOCAL MUNICIPALITY**

F.1.2 Additional documents that forms part of this tender for referencing purposes:

Volume 1: The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), PRIVATE BAG X113, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Volume 2: COLTO Standard Specifications for Road and Bridge Works for State Authorities 1998 (Green Book). These publications are obtainable, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), PRIVATE BAG X113, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Volume 1 and 2 may also be inspected, by appointment, at the offices of OLON Consulting Engineers during normal office hours.

The tender documents issued by the Employer comprise (The Contract which is Volume 3):

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

Part C1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Form of Guarantee

Part C2: Pricing data

C2.1 Pricing instructions

C2.2 Activity schedules / Bills of Quantities

Part C3: Scope of Work

C3.1 Description of the Works

C3.2 Specifications

C3.3 Drawings

Part C4 Site information

F.1.4 The Employer's Agent is:

Name: Olon Consulting Engineers

Address: No. 22901 Southernwood Green, Errol Spring Avenue, MTHATHA, 5100

Tel: (047) 531 6253/ 081 744 8434

Fax: (086) 697 5184

E-mail: info@olon.co.za/olonconsulting@yahoo.com

F.2.1 Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work, are eligible to submit tenders.

Joint ventures are eligible to submit tenders provided that:
every member of the joint venture is registered with the CIDB;
the lead partner has a contractor grading designation in the civil engineering class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work.

- F.2.1 The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:
a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work;

Joint ventures are eligible to submit tenders provided that:
1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the civil engineering class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work.

- F.2.1 Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a civil engineering class of construction work and are registered with the CIDB as having a track record, are eligible to submit tenders.

- F.2.7 The arrangements for a compulsory site meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

- F.2.12 If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

- F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as original, plus 0 (nought) copies.

- F.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Tender Box at the Offices of the Mhlontlo Local Municipality
Municipality Building
96 LG Mabindla Avenue
Qumbu
5180

- F.2.13 A two-envelope procedure will not be followed.
- F.3.5
- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.16 The tender offer validity period is 90 days.
- F.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
- F.2.23 The tenderer is required to submit with his tender:
- 1)a Certificate of Contractor Registration issued by the Construction Industry Development Board.
 - 2)where the tendered amount inclusive of VAT exceeds R 10 million:
 - i)audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
 - ii)a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - iii)particulars of any contracts awarded to the tenderer 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;
 - iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

3) An original valid Tax Clearance Certificate issued by the South African Revenue Services and Tax Pin.

4) Company / CC / Trust / Partnership registration certificates

5) Joint Venture Agreement and Power of attorney in case of Joint Ventures

6) ID certificates in case of one-man concerns

7) Central Supplier Database full report printed within 1month from date of submission.

The above will apply to all parties of the Joint venture/ consortium.

- F.3.4 Tenders will be opened immediately after the closing time of tenders at **Mhlontlo Local Municipality, Municipality Building, 96 LG Mabindla Avenue, Qumbu, 5180.**
- F.3.11 The procedure for the evaluation of responsive tenders is Method 2
- F3.13.1 Tender offers will only be accepted if:
- the tenderer's tax matters have been declared by the South African Revenue Service to be in order;
 - the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
 - the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 - the tenderer has not:
 - abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
 - e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.
- F.3.18 The number of paper copies of the signed contract to be provided by the Employer is one.

Annexure F: Standard Conditions of Tender

(normative)

F.1 General

F.1.1 Actions

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **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 tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communication shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

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

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer 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 tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, 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 tender documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

F.3.10 Clarification of a tender offer

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.

- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

F.3.11.8 Scoring preferences

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

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

F.3.11.9 Scoring quality

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

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

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

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

F.3.12 Insurance provided by the Employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part

of the tender documents to take account of:

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one

copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

Part T2 : Returnable Documents

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RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

1. COMPULSORY ENTERPRISE QUESTIONNAIRE
2. AUTHORITY FOR SIGNATORY
3. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
4. COMPANY REGISTRATION DOCUMENTS & MEMBERS ID COPIES
5. PROOF OF CIDB GRADING
6. CENTRAL SUPPLIER DATABASE REPORT
7. LETTER OF GOOD STANDING | COIDA
8. PROOF OF RATES CLEARANCE FOR THE TENDERERS
9. SCHEDULE OF WORK EXPERIENCE
10. SCHEDULE OF CONSTRUCTION EQUIPMENT
11. PRELIMINARY PROGRAMME (FOR INFORMATION PURPOSES ONLY)
12. TAX CLEARANCE CERTIFICATE
13. HEALTH AND SAFETY PLAN
14. RECORD OF ADDENDA TO TENDER DOCUMENTS
15. PROPOSED AMENDMENTS AND QUALIFICATIONS
16. SCHEDULE OF SUBCONTRACTORS
17. CURRICULUM VITAE OF ALL PROPOSED PROJECT MEMBERS
18. SCHEDULE OF APPROACH AND METHODOLOGY
19. DECLARATION (VALIDITY OF INFORMATION PROVIDED)
20. TARGET PROCUREMENT: MBD1
21. TARGET PROCUREMENT: MBD2
22. TARGET PROCUREMENT: MBD4
23. TARGET PROCUREMENT: MBD5
24. TARGET PROCUREMENT: MBD6.1 (B-BBEE CERTIFICATE TO BE ATTACHED HERE)
25. TARGET PROCUREMENT: MBD8
26. TARGET PROCUREMENT: MBD9
27. FUNCTIONALITY SCORING SCHEDULE

2. Other documents required only for tender evaluation purposes

- A. Certificate of Contractor Registration issued by the Construction Industry Development Board.
- B. Tax Clearance Certificate (MBD 2)
- C. Where the tendered amount inclusive of VAT exceeds R 10 million:
 - i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
 - ii) certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - iii) particulars of any contracts awarded to the tenderer 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;
 - iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
- E. Alterations by bidder

3. Returnable Schedules that will be incorporated into the contract

- Insurances and Bank Details
- Retentions

4. The offer portion of the C1.1 Offer and Acceptance

5. C1.2 Contract Data (Part 1& Part 2)

6. C2.2 Schedule of quantities

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T2.2 Returnable Schedules

1: 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

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"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <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	<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 an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
--	---

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:
- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Service that my / our tax matters are in order;
 - confirms that 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 in the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
 - 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;
 - 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 conducting the scope of work that could cause or be interpreted as a conflict of interest; and
 - 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 ON BEHALF OF TENDERER:

.....

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2: AUTHORITY FOR SIGNATORY

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

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

A. Certificate for Company

I,, chairperson of the board of directors of

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

As witnesses :

- | | | | |
|----|-------|------------|-------|
| 1. | ..... | Chairman : | ..... |
| 2. | ..... | Date : | ..... |

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as hereby authorize Mr/Ms, acting in the capacity of to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize _____ Mr/Ms

_____, authorised signatory of the company _____
 _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract and any contract resulting from it on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

D. Certificate for Sole Proprietor

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

As witnesses:

Signature : Sole owner
 1. _____ : _____
 2. _____ Date : _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as _____
 _____ hereby authorize Mr/Ms _____
 acting in the capacity of _____, to sign all documents in connection with the tender for Contract _____ and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

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3: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

(Tenderer)

of

(address)

was represented by the p. . .) named below at the compulsory meeting held for all tenderers at

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

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

Particulars of person(s) attending the meeting:

Name	Signature
------	-------	-----------

Capacity
----------	-------

Name	Signature
------	-------	-----------

Capacity
----------	-------

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

Name	Signature
------	-------	-----------

Capacity	Date & Time
----------	-------	-------------

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4: COMPANY REGISTRATION DOCUMENTS & MEMBERS ID COPIES

The tenderer must attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. in the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

SIGNED ON BEHALF OF TENDERER:

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5: PROOF OF CIDB GRADING

The tenderer must attach to this page a required proof of CIDB grading.

SIGNED ON BEHALF OF TENDERER:

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6: CENTRAL SUPPLIER DATABASE REPORT

The tenderer must attach to this page copy of CSD report for which the printing date must not be older than one month.

SIGNED ON BEHALF OF TENDERER:

**MHLONTLO LOCAL MUNICIPALITY
PROJECT NO. EQS/TLL/EC/R-19/20
T101-LOWER LWANDLANA ACCESS ROAD**

7: LETTER OF GOOD STANDING | COIDA

The tenderer must attach to this page copy of Letter of good standing with COIDA.

SIGNED ON BEHALF OF TENDERER:

**MHLONTLO LOCAL MUNICIPALITY
PROJECT NO. EQS/TLL/EC/R-19/20
T101-LOWER LWANDLANA ACCESS ROAD**

8: PROOF OF RATES CLEARANCE FOR THE TENDERERS

The tenderer must attach to this page proof of rates clearance with the Municipality for their office address as per CSD report.

SIGNED ON BEHALF OF TENDERER:

**MHLONTLO LOCAL MUNICIPALITY
PROJECT NO. EQS/TLL/EC/R-19/20
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9: SCHEDULE OF WORK EXPERIENCE

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken. And provide completion certificates and must reflect the value and duration of the completed works. Also this must be signed and certified by the employer.

COMPLETED CONTRACTS				
EMPLOYER (NAME, TEL No. AND FAX No.)	CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)	NATURE OF WORK	VALUE OF WORK R(m)	DATE COMPLETED

CURRENT CONTRACTS				
EMPLOYER (NAME, TEL No. AND FAX No.)	CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)	NATURE OF WORK	VALUE OF WORK R(m)	ANTICIPATED COMPLETION DATE

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

.....

**MHLONTLO LOCAL MUNICIPALITY
PROJECT NO. EQS/TLL/EC/R-19/20
T101-LOWER LWANDLANA ACCESS ROAD**

10: SCHEDULE OF CONSTRUCTION EQUIPMENT

The tenderer shall state below and provide proof of what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract. In the case of hiring equipment, proof must be provided that the hiring company will make plant and equipment available to the tenderer should the contract be awarded to the tenderer. Failure to complete this Schedule may result in the Tender not being considered.

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	QUANTITY	YEAR OF MANUFACTURE

CONSTRUCTION EQUIPMENT ON ORDER**(State details of arrangements made, with delivery dates)**

DESCRIPTION, SIZE, CAPACITY	QUANTITY	YEAR OF MANUFACTURE

CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED**(State details of delivery arrangements)**

DESCRIPTION, SIZE, CAPACITY	QUANTITY	YEAR OF MANUFACTURE

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

.....

**MHLONTLO LOCAL MUNICIPALITY
PROJECT NO. EQS/TLL/EC/R-19/20
T101-LOWER LWANDLANA ACCESS ROAD**

11: PRELIMINARY PROGRAMME (FOR INFORMATION PURPOSES ONLY)

The tenderer shall detail below or attach a preliminary programme, to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

PROGRAMME

ACTIVITY	WEEKS / MONTHS													

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form H hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

SIGNED ON BEHALF OF TENDERER:

**MHLONTLO LOCAL MUNICIPALITY
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12: TAX CLEARANCE CERTIFICATE

A. TAX CLEARANCE CERTIFICATE

An **original** valid Tax Clearance Certificate or **pin** issued from the South African Revenue Service (SARS) shall be attached to this Schedule or proof that the tenderer has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

SIGNED ON BEHALF OF TENDERER:

.....

**MHLONTLO LOCAL MUNICIPALITY
PROJECT NO. EQS/TLL/EC/R-19/20
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13: HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

.....

**MHLONTLO LOCAL MUNICIPALITY
PROJECT NO. EQS/TLL/EC/R-19/20
T101-LOWER LWANDLANA ACCESS ROAD**

14: 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.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

**MHLONTLO LOCAL MUNICIPALITY
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15: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

**MHLONTLO LOCAL MUNICIPALITY
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T101-LOWER LWANDLANA ACCESS ROAD**

16: SCHEDULE OF 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

**MHLONTLO LOCAL MUNICIPALITY
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T101-LOWER LWANDLANA ACCESS ROAD**

17: CURRICULUM VITAE OF ALL PROPOSED PROJECT MEMBERS

Tenderers MUST attach CV's of proposed project team members. The CV must be not than three pages per individual and must reflect only the experience related to the type of proposed works, failure to do so will negatively affect their scores for the relevant section in quality.

SIGNED ON BEHALF OF TENDERER:

18: SCHEDULE OF APPROACH AND METHODOLOGY

(You may use a separate sheet if necessary)

- [illegible]

- [illegible]

- [illegible]

[illegible]

- 4 Briefly state if you have any innovative designs for this project, that you feel will be unique but also economically superior to the normal workable designs as presently undertaken as the norm

[illegible]

SIGNED ON BEHALF OF TENDERER:

**MHLONTLO LOCAL MUNICIPALITY
PROJECT NO. EQS/TLL/EC/R-19/20
T101-LOWER LWANDLANA ACCESS ROAD**

19: DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I.....declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Mhlontlo Local Municipality.

.....
SIGNATURE OF DECLARER

DATE

.....
POSITION OF DECLARER

NAME OF COMPANY OF BIDDER

Should the bidder have, in the opinion of the Mhlontlo LM, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the Mhlontlo LM may, in its sole discretion:

- * Ignore any bids without advising the bidder thereof
- * Cancel the contract without prejudice to any legal rights the Mhlontlo LM may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the Mhlontlo LM and such bidder.

MHLONTLO LOCAL MUNICIPALITY
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20: MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MHLONTLO LOCAL MUNICIPALITY

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS*

CONTRACTOR INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED CONTRACTOR FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

**MHLONTLO LOCAL MUNICIPALITY
PROJECT NO. EQS/TLL/EC/R-19/20
T101-LOWER LWANDLANA ACCESS ROAD**

21: MBD 2

A. TAX CLEARANCE REQUIREMENTS

B. IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

MBD2/ Application for tax Certificate . . .

APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder:

2. Trade name:

3. Identification number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company / Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE employer's registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate:

Name:

Telephone number: Code:..... Number:

Address:

.....

.....

DATE: 20____ / ____ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

[MBD 2]

**MHLONTLO LOCAL MUNICIPALITY
PROJECT NO. EQS/TLL/EC/R-19/20
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22: DECLARATION OF INTEREST (FORM MBD 4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....

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

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

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

- 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
- 3.9.1 If yes, furnish particulars.....
.....
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

- 3.10.1 If yes, furnish particulars.....
.....
- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?
.....**YES / NO**
- 3.11.1 If yes, furnish particulars.....
.....
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?
.....**YES / NO**
- 3.12.1 If yes, furnish particulars.....
.....
- 3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.13.1 If yes, furnish particulars.....
.....
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.
..... **YES / NO**
- 3.14.1 If yes, furnish particulars:.....

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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
.....
Position

.....
Date
.....
Name of Bidder

23: MBD 5

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?

YES/NO

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

.....
.....

2. Do you have 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 more than 30 days?

YES/NO

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards 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, please provide particulars.

.....
.....

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

YES/NO

3.1 If yes, furnish particulars

.....
.....

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

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

..... **CERTIFY**
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**MHLONTLO LOCAL MUNICIPALITY
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24: MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated

2. DEFINITIONS

- ### 3. POINTS AWARDED FOR PRICE

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

90/10

Where

P_{min} = Price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

8.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

24: MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

**MHLONTLO LOCAL MUNICIPALITY
PROJECT NO. EQS/TLL/EC/R-19/20
T101-LOWER LWANDLANA ACCESS ROAD**

25: MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

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

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
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

26: MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. 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 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 bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹Includes price quotations, advertised competitive bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of the 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 form, 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.
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 the 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 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 bid and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties 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 term of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

**MHLONTLO LOCAL MUNICIPALITY
PROJECT NO. EQS/TLL/EC/R-19/20
T101-LOWER LWANDLANA ACCESS ROAD**

27: FUNCTIONALITY SCORING SCHEDULE

1. Bidders that are valid and responsive in terms of bid conditions will be evaluated for functionality on the following criteria:

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
Availability of Plant and Equipment Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	25	Grader X1	5
		TLB X1	5
		Tipper Truck X5	5
		Excavator X1	5
		Water TankerX2	5
		Leasing with proof of all the above	10
		None of the above	0
Company experience in terms of projects completed	25	Five(5) projects upwards	25
		Four Projects	20
		Three projects	15
		Two projects	10
		One project	5
		None of the above	0
Key Personnel and Qualification	20	Project Manager/Contract Manager: (ND Civil Eng. or Equivalent)	10
		Health and Safety Officer (OHS Cert)	4
		Site Foreman (Skill)	6
		None of the above	0

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
Quality of methodology relevant to assignment step by step with time frames	30	A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames.	30
		Basic methodology with time frames	10
		Unclear methodology with no time frames	0
TOTAL	100	Minimum	70

2. No bid will be regarded as a responsive and acceptable bid if it fails to achieve the minimum qualifying score for functionality of **70 out of a maximum of 100 points**.
3. Bidders must ensure that all the schedules and information is submitted with the bid to ensure optimal scoring for functionality. Additional information can be appended to the Schedules.
4. Bidders that have achieved the minimum score will be evaluated further in terms of the preference point system.
5. The bidder must demonstrate that construction equipment will be available for the execution of the contract by completing the Schedule. In the case of hiring equipment, proof must be provided that the hiring company will make plant and equipment available to the tenderer should the contract be awarded to the tenderer.

SIGNED ON BEHALF OF TENDERER:

THE CONTRACT

Part C1: Agreement and Contract Data

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

BID: - THE CONSTRUCTION OF T101-LOWER LWANDLANA ACCESS ROAD

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

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

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

.....
Rand (in words); R (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature

Date

Name

Capacity

for the tenderer

(Name and address of organization)

Name and signature of witness

Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)
Part C2: Pricing data
Part C3: Scope of work.
Part C4: Site information

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

Deviations from, and amendments to, the documents listed in the tender data, and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to, and forming part of, this agreement. No amendments to, or deviations from, said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature

Date

Name

Capacity

For The Employer

Mhlontlo Local Municipality
96 LG Mabindla Avenue
Qumbu
5180

Name and signature of witness

Date:

Schedule of Deviations

Notes:

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

1 Subject	.....
Details	.....

2 Subject	.....
Details	.....

3 Subject	.....
Details	.....

4 Subject	.....
Details	.....

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization/
tenderer)

.....

Name and
signature
of witness

Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
Address of
organization) MHLONTLO LOCAL MUNICIPALITY
96 LG MABINDLA AVENUE
QUMBU
5180

Name and
signature
of witness

Date

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

C1.2.1 GENERAL CONDITIONS OF CONTRACT

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition) 2015, prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

The General Conditions of Contract 2015 make several references to the Contract Specific Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

C1.2.2 CONTRACT SPECIFIC DATA

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

Clause 1.1.1.13:

The Defects Liability Period is 06 months.

Clause 1.1.1.14:

The time for achieving Practical Completion is **24** weeks.

Clause 1.1.1.15:

The **Employer** is **Mhlontlo Local Municipality**, represented by the Municipal Manager and/or such other person or persons duly authorised thereto by the Employer in writing.

Clause 1.1.1.16:

The name of the Engineer is Olon Consulting Engineers, represented by Mr M. Tshaka

Clause 1.1.1.26:

The Pricing Strategy is Re-measurement Contract.

Add the following clauses after Clause 1.1.1.34:

- 1.1.1.35 **"Drawings"** means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

- 1.1.1.36 “**Letter of Notification**” means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer’s Acceptance of the successful tenderer’s Offer and no rights shall accrue.

Clause 1.2.1.2:

The address of the Employer is
96 LG Mabindla Avenue
Qumbu
5180

and is referred to in this Contract Document by the terms “Employer”, or “Mhlontlo Local Municipality” as the context provides.

The address of the **Engineer** is
Olon Consulting Engineers
No. 22901 Southernwood Green Complex
Errol Spring Avenue
Southernwood,
Mthatha
5100

Email address: info@olon.co.za
Cell: (047) 531 6253
Fax: (086) 697 5184

Clause 4: BASIS OF CONTRACT

Add the following before subclause 4.1.1:

“Contract Agreement”

The Contractor and the Employer shall enter into a Contract Agreement within 21 days after the Contractor receives the written notice of C1.1.2 Acceptance, unless they agree otherwise. The Contract Agreement shall be based upon the C1.1.4 Contract Agreement form included in the tender document (**Part C.1 Form of Offer and Acceptance**). The costs of duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.”

Notwithstanding the above, the Contractor will not be permitted in terms of the conditions of contract identified in the Contract Data to enter into a Contract Agreement before:

- (1) Schedule of Deviations has been negotiated, agreed and signed off by the Contractor and the Employer;
- (2) An original valid Tax Clearance Certificate (valid on date of signing the Agreement) has been submitted and approved;

Clause 5.3.1:

The documentation required before commencement with Works execution are:

Health and Safety Plan (refer to Clause 4.3), approved by an appropriately qualified practitioner
Initial programme (refer to Clause 5.6)
Security (refer to Clause 6.2)
Insurance (refer to Clause 8.6)

Clause 5.3.2:

The time required to submit the required documentation before commencement with Works execution is 7 days.

Clause 5.6.1:

The Contractor shall deliver a detailed programme of work to the Engineer within 7 days from the Commencement Date.

Clause 5.8.1:

The non-working days are Sundays

The special non-working days are (1) public holidays and
(2) the days on which the construction industry normally shuts down around the 16th December and the first Monday of the subsequent year

Clause 5.13.1:

The penalty for failing to complete the Works is **R2000** per day.

Clause 5.16.3:

The latent defect period is 5 years.

Clause 6.3:

Add the following after Clause 6.3.3:

6.3.3.1: All rates will be fixed as tendered irrespective of the percentage variation.

Clause 6.5.1.2.3:

The percentage allowance to cover overhead charges is 15%.

Clause 6.10.1.5:

The percentage advance on materials not yet built into Permanent Works is 80%.

Clause 6.10.3:

The limit of retention is 10% of the Contract Price.

Clause 6.10.10: Tax Invoices

Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a Contractor (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Contractor shall provide a tax invoice (VAT invoice) which shall be included with each payment certificate delivered to the Employer by the Engineer in terms of Clauses 49.1 and 49.10. Failure by the Contractor to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

Clause 6.11:

Delete Clause 6.11.

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is R10 000 000.00.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 15% of the value of the repairs.

Clause 8.6.1.2:

A Coupon Policy for Special Risks Insurance issued by the SASRIA is required.

Clause 8.6.1.3:

The limit for public liability insurance is R 10 000 000.

Clause 10.4:

Dispute resolution is to be by means of an amicable settlement procedure known as mediation.

Clause 5.12.2.2:

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities as reflected in the programme exceed the number of days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

Month	Expected number of working days to be lost as a result of normal rainfall
January	3
February	3
March	3
April	3
May	2
June	2
July	2
August	2
September	2
October	3
November	3
December	3
TOTAL	31 days

C1.3 Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical Address:

“Employer” means: **Mhlontlo Local Municipality**

“Contractor” means:

“Engineer” means: **Olon Consulting Engineers, represented by Mr. M. Tshaka**

“Works” means: **T101-LOWER LWANDLANA ACCESS ROAD**

“Site” means: the land and other places made available by the Employer, for the purposes of the Contract, on, under, over, in or through which the Works are to be executed

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

“Contract Sum” means: The Accepted amount inclusive of tax (where applicable) or R.....

Amount in words:

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

Amount in words:

“Expiry date” means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 a copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract, and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 a first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1, and the sum certified has still not been paid;
 - 4.3 a copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of the first written demand from the Employer to the Guarantor at the Guarantor's physical address calling upon this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called upon in terms of 5; or
 - 5.2 a provisional of 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 the payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear the interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having the jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's representative (1)

Guarantor's signatory (1)

Capacity

Guarantor's representative (2)

Guarantor's signatory (2)

Capacity

Witness name (1)

Witness signatory (1)

Witness name (2)

Witness signatory (2)

PART C2:PRICING DATA

PART C2: PRICING DATA

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of COLTO Standard Specifications referred to in the Scope of Work.
2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimeter
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganeutron
MN.m	=	meganeutron-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in COLTO Standard Specifications.

C2.2 Schedule of Quantities

SQ1 PREAMBLE TO SCHEDULE OF QUANTITIES

SQ1.1 General

SQ1.1.1 The General Conditions of Contract, the Special Conditions of Contract, the Specifications (including the Project Specification), and the Drawings are to be read in conjunction with the Schedule of Quantities.

SQ1.1.2 (a) The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.

(b) The Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works 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 inserted in the schedules by the Contractor.

(c) 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 Specification, set out what ancillary or associated activities are included in the rates for the operations specified.

SQ1.1.3 Descriptions in the schedule of quantities are abbreviated and the schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities*. Should any requirement of the measurement and payment clause of the applicable standardised specifications, or the Project Specification, or the particular specifications, conflict with the terms of the schedule or, when relevant, Civil Engineering Quantities*, the requirements of the standard project, or particular specification, as applicable, shall prevail.

SQ1.1.4 Unless otherwise stated, items are measured nett in accordance with the Drawings, and no allowance has been made for waste.

SQ1.1.5 The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer, excluding VAT, for the work described under the several items. Such prices shall cover all costs and expenses that may be required in and for the construction 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.

SQ1.1.6 A price or rate is to be entered against each item in the Schedule 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 schedule.

SQ1.1.7 The Tenderer shall price each item in the Schedule of Quantities in **ink (preferably black)**.

SQ 2 TENDERED SUM

The Tenderer shall base his tendered rates and prices in the Schedule of Quantities on fulfilling and complying with all the requirements of the Tender Document. The Tender Sum stated in the Tender shall be computed from these rates and prices.

SQ 3 VALUE-ADDED TAX

All prices shall be quoted in the currency of the Republic of South Africa. The tendered rates shall exclude Value-Added Tax, but shall include all District Council levies and all other taxes and duties.

Provision has been made on the summary page of the Schedule of Quantities for the addition of VAT.

SQ 4 ACCURACY OF QUANTITIES STATED IN THE SCHEDULE

The numerical quantity stated against each item in the Schedule is approximate and does not necessarily represent the actual amount of work to be done. The Contractor is not to place his orders for material based solely on these quantities.

SQ 5 CONTRACTS SUBJECT TO THE CONTRACT PRICE ADJUSTMENT CLAUSE GCC 49

The Tenderer shall have allowed in his tendered rates and prices for the recovery of District Council Levies applicable to the Base month of the tender.

(INSERT PRICED BoQ UNDER THIS PAGE)

**MHLONTLO LOCAL MUNICIPALITY
PROJECT NO. EQS/TLL/EC/R-19/20
T101-LOWER LWANDLANA ACCESS ROAD**

C2.3 DECLARATION (In respect of completeness of Tender)

Mhlontlo Local Municipality
96 LG Mabindla Avenue
Qumbu
5180

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming part C2.2 of this Contract Document containing 24 pages in consecutive order upon which my/our tender for **TENDER NO.: EQS/TLL/EC/R-19/20, T101-LOWER LWANDLANA ACCESS ROAD** has been based.

SIGNATURE OF TENDERER/S

DATE

Part C3: SCOPE OF WORK

Part C3: Scope of Work

	Pages
C3.1 Description of the Works.....	97
C3.2 Specifications.....	102 – 152
C3.3 Drawings	153 - 153

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

Drawings

Scope of Work (Parts C3.1, C3.2, C3.3 and C3.4)

COLTO Standard specification

C3.1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

To construct gravel access road in T101-Lower Lwandlana village into all-weather access road and the low level crossings for crossing the minor stream by mobile vehicle and pedestrians.

1.2 Overview of the works

The Works entails the construction of 6.89km gravel access road and a low level crossing spanning 6.0m, 7.22m wide constructed with 900mm diameter pipes in T101-Lower Lwandlana Village of Mhlontlo Local Municipality.

1.3 Extent of the works

The Contract includes the following construction work:

- clearing and grubbing;
- roadbed preparation
- importation of suitable gravel material from borrow pits;
- spreading and compaction of gravel wearing course to the required density;
- Construction of adequate storm water drainage structures
- Construction of Low Level River Crossing

The above description is not necessarily complete and shall not limit the work to be carried out.

1.4 Location of the works

The proposed road is in Lower Lwandlana administrative area under Mhlontlo Local Municipality of Qumbu in Eastern Cape Province. It can be accessed along the N2 Road from Mthatha town towards Mount Frere branching off towards Sulenkama and turn right in approximately 12km from N2 to lower Lwandlana village.

The village central coordinates Longitude and latitude (Above Mean Sea Level) are as follows:

Longitude: 28°46'55.53"E Latitude: 31°00'33.91"S E 1145m AMSL

The total length for all the sections is 6.89kilometres.

1.3 Temporary works

The Contractor shall at all times ensure that his operations do not endanger any member of the public. All operations shall be in terms as specified in the Occupational Health and Safety Act as well as per the Construction Regulations.

2 Drawings

The following drawings are provided by the Engineer during construction phase.

DRAWING NO

191003-400-01-00 PROPOSED ROADS LAYOUT PLAN
191003-D-01-00 NAMEBOARD
191003-D-02-00 HEAD AND WING WALLS & TYPICAL ROAD CROSS SECTION

3 Procurement

3.1 Preferential procurement procedures

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

3.2 Scope of mandatory subcontract work

The Tenderer is also to refer to the mandatory requirements regarding use of local labour and labour intensive construction methods.

4 Applicable SANS Standards for Construction Works

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-1 (2002): Targeted Construction Procurement

SANS 1921-1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works

SANS 1921-6 (2004): Construction and Management Requirements for Works Contracts Part 6: HIV / AIDS Awareness

5. Applicable National and International Standards

The Standard Specification for Road and Bridge Works for State Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this Contract.

6. Particular / Generic specifications

The following Project Specifications and Particular Specifications apply:

PS 1 GENERAL DESCRIPTION

The works comprise construction of approximately 6.89km gravel access road, as well as adequate storm water drainage facilities.

PS 2 DESCRIPTION OF SITE AND ACCESS

The location map shows the locations of the various aspects. Access to the site is accessed via N2 Road from Mthatha town towards Mount Frere branching off towards Sulenkama and turn right in approximately 12km from N2 to lower Iwandlana village.

PS 3 DETAILS OF CONTRACT

The Contract includes the following construction work:

- clearing and grubbing;
- roadbed preparation
- importation and processing of suitable subbase material from borrow pits;
- importation and processing of suitable base material;
- associated drainage works;
- low level crossing

The above description is not necessarily complete and shall not limit the work to be carried out.

PS 4 CONSTRUCTION PROGRAMME

The time for completion on this Contract is as shown in the Contract Specific Data and includes the allowance for inclement weather. All statutory holidays for the Civil Engineering Industry falling within the authorised Contract period, will be allowed as extensions to this period, but the Contractor will not be paid additional Time-Related charges for these days.

The Contractor shall submit a preliminary programme with his Bid indicating the main activities to be carried out.

Any work carried out prior to approved sureties and proof of insurances being submitted will be at the Contractor's risk. The start and completion dates of the Contract will however not be adjusted due to late submission of approved sureties.

The Contractor shall submit to the Engineer within 7 days of receiving the Letter of Acceptance from the Employer, a detailed programme setting out clearly the sequence of work, and the resources which he intends to use, and a projected cashflow for the various sections of the work. The programme shall be submitted in the form of a bar chart. The quantity of work applicable to each bar item as well as the rate, at which the work will be completed, shall be shown on each bar.

If the programme is to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing modifications to the original programme necessary to ensure completion of the works or any part thereof within the time of completion as defined or any extended time granted. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or work according to the approved programme or revised programme, shall be sufficient reason for the Employer to take steps as provided for in Clause 5,6 of the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance, other than that the Engineer would be satisfied if the work is carried out according to such programme, and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary.

PS 5 SITE FACILITIES AVAILABLE

PS 5.1 Source of Water Supply

The Contractor shall make his own arrangements for the provision of water for domestic use, site works and that, which is required for compaction purposes.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point, nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and price tendered and paid for the various items of work included under the Contract.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water in the area and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for a shortage of water at the allocated supply point due to any cause whatsoever, nor for additional costs incurred by the Contractor as a result of such shortage.

PS 5.2 Source of Power Supply

The Contractor shall make his own arrangements regarding the supply of electricity. The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a power supply point, nor for the cost of electricity drawn. Payment for the aforementioned shall be deemed to be covered by the rates and price tendered and paid for the various items of work included under the Contract.

PS 5.3 Location of Site Camp and Materials Storage Area

The Contractor shall establish his site camp and materials storage area at a mutually acceptable location as approved by the Engineer. The Contractor shall confine his camp and storage of materials to the areas designated or approved by the Engineer. The camp must be kept clean and tidy and, on completion of the construction works, the Contractor shall re-instate the areas to the Engineer's satisfaction.

PS 6 SITE FACILITIES REQUIRED

PS 6.1 Engineer's Site Facilities

An office for the Engineer is required. The type of office required for the Engineer is specified in relevant section of the project specifications. Site Meetings will be held in the Contractor's site office.

PS 6.2 Laboratory Facilities

Not required

PS 6.3 Sanitary Facilities for the Contractor's Staff

The Contractor shall supply chemical toilets for use by his employees and temporary workers and shall be entirely responsible for maintaining such toilets in a clean and sanitary condition to the satisfaction of the Engineer and the health authorities. The number of toilets shall be based on one toilet per fifteen personnel on site and the Contractor shall make his own arrangements and pay all charges for the removal of sewage. Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

PS 6.4 Telephone Facilities

The Engineer will use his own cellular and office telephones for this Contract. Accounts for use of the said telephones will be submitted to the Contractor for payment up to the maximum provisional sum allowed for in the Bill of Quantities.

PS 6.5 Accommodation for Employees

The Contractor shall make his own arrangements for the accommodation of his employees.

PS 6.6 Security of Contractor's Site Camp

Security of the Contractor's site camp will be the Contractor's own responsibility and no additional payment will be made if additional security measures need to be taken during the Contract.

PS 7 FEATURES REQUIRING SPECIAL ATTENTION

PS 7.1 Construction Method

It is a requirement of this Contract that labour-intensive construction methods be utilised wherever possible and the Contractor shall therefore be required to plan his activities to maximise the use of

local labour and small Contractors. The principal Contractor is to negotiate with the small Contractors to conduct portions of the works as sub-contractors. The Client is to approve the appointment of each sub-contractor. It will be the principal Contractor's responsibility to empower and train the small contractors on the site. The Contractor is to take care that the elements of work which he intends to allow small contractors to perform will not impact negatively on the critical path of the Construction Programme. If there is non-performance by the sub-contractor, claims for extension of time will not be entertained in this regard. The rates tendered shall cover the full cost of complying with the above requirements. Details of the proposed utilisation of small sub-contractors are to be included in the Bid.

The Contractor shall take note that the resident community of the affected villages may have the expectation that work in their area will be undertaken using a workforce drawn from their area.

To avoid any problems in this regard the Contractor shall use the community facilitators employed, the Community Liaison Officer to timeously reach mutually acceptable employment agreements with any affected communities.

PS 7.2 Communication with Residents

A Project Steering Committee will be formed from the interested and affected parties to act as the communication channel between the Contractor and the residents. This Project Steering Committee will also be assisted by the Community Liaison Officer appointed by the Contractor.

The Contractor shall use the Labour Liaison Officer, and the Project Steering Committee to timeously reach mutually acceptable employment agreements with the affected communities.

PS 7.3 Machine and Hand Operations

Machine Operations:

The following are the anticipated construction methods to be used by the Contractor for the implementation of the project.

- Importation of materials from commercial sources
- Spreading of material obtained from commercial sources
- Compaction and processing of this material
- Hard rock excavation

Hand Operations:

- Clearing and grubbing of the site
- Excavation
- Laying pipes
- Concrete work
- Spreading of pavement materials

The use of mechanical equipment for any other activities will be permitted only with approval of the Engineer.

PS 7.4 Empowering Emerging Sub-Contractors and Local Labour

It is the intention to make the maximum possible use of the local labour force, which is at present unemployed. Local is defined as the area within the boundaries of Mhlontlo affected ward.

The Contractor shall be expected to limit the use of non-local persons to this permanent core of key personnel only and shall submit with his Bid, a statement that details his intention with respect to the employment and training of local labour as well as listing the number of key personnel. Reference is made to the list of Returnable Documents. The statement will be taken into consideration in the adjudication of the tender. Of special relevance will be the Contractor's intentions with respect to the employment and training of potential small sub-contractors.

PS 7.5 Public Safety

The Contractor shall, at all times, ensure that his operations do not endanger any member of the public. The Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricading and/or fencing. All barricading and trench shoring are to be in terms as specified in the Occupational Health and Safety Act as well as per the Construction Regulations. No street crossing shall be left open over night and temporary cross over access shall be provided to all stands affected.

PS 7.6 Sand and dust control

The Contractor shall, for the duration of the Contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

PS 7.7 Existing Services

The Contractor shall ensure that, prior to construction, all the necessary Record Drawings for all services have been obtained and verified by the relevant Service Providers in the Contractor's presence.

The Contractor shall take whatever precautions are required to protect existing services from damage during the period of the Contract. Any damage to, and resulting damage from activities resulting in loss, on services indicated on the drawings shall be for the Contractor's account.

PS 7.8 Control Testing

The Contractor is required to carry out his own control testing. The results of these control tests together with the location of the tests shall be submitted to the Engineer for approval. No payments will be made without this information.

The Engineer may order that additional tests be carried out from time to time. A provisional sum is allowed for these additional tests. The cost of any additional tests that might fail, together with the remedial work ordered by the Engineer will be for the account of the Contractor.

PS 8 SPOIL SITE

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled at a site located by the Contractor and approved by the Engineer and the Contractor must make arrangements on time in order not to be delayed.

PS 9 CONSTRUCTION REGULATIONS, 2003

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

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification (regulation 4(1) of the Construction Regulations 2003), which is bound into the Contract document.

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

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

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

PS 10 LABOUR INTENSIVE WORK

The guiding principles upon which this is based include:-

- Create employment opportunities for the local community
- Emphasis be given to the employment of women who are the single head of households and have dependants.
- Employment opportunities be given to local emerging Sub Contractors.

In line with the above, the following targets have been set in order to reach objectives and this contract will be subject to these targets:

- **Labour intensive methods of construction** are to be used with a minimum of **30%** of the project budget(scheduled items) to be spent on local community labour, unless the works are mostly dominated by the specialised works.
- **Women** are to make up at least **20%** of the **Total Local Labour** employed on each project with an emphasis on "Women who are the single head of households and have dependants".
- **Disabled persons** are to make up at least **1.5%** of the **Total Local Labour** employed.
- **Youth** (above school going age and below 36) are required to make up at least **15%** of the **Total Local Labour** employed.

The Contractor shall therefore be required to plan his activities to maximise the use of local labour. Local is defined as the area within the municipal boundaries of the project. The rates tendered shall cover the full cost of the all labour intensive work.

Furthermore, the Tenderer is required to complete the statement of intent relating to the use of local labour. This statement is required to indicate the methods which the contractor intends employing to achieve the employment targets. the contractor shall be expected to limit the use of non-local persons to his permanent core of key personnel only. The table ATTACHED IN the list of Returnable Documents should also be completed in full for tender purposes. The statement will be taken into consideration in the adjudication of the tender.

PS 11 FINISHING AND TIDYING

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this Contract. On no account shall spoil, rubble, material, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of others. In the event of this occurring the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant work in the area(s) concerned.

PS 12 RECORDING OF WEATHER

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the Employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

PS 14 UNAUTHORISED PERSONS

The Contractor shall keep unauthorized persons from the works at all times Under no circumstances may any person except guards be allowed to sleep on the building site.

PS 15 MANAGEMENT MEETINGS

The Contractor is to allow in his rates to attend the following management meetings

- 1 Site Meeting per month
- 2 Community Meetings per month
- 1 Health and Safety audit meeting per month
- 1 Health and Safety monitoring meeting per month

PS 16 FORMS FOR CONTRACT ADMINISTRATION

The Contractor will be required to keep, as a minimum, the following records on site for the duration of the Contract

- Site Diary
- Site Request book
- Site Instruction book
- Occupational Health & Safety file
- Environmental Management Plan

PS 17 ELECTRONIC PAYMENTS

Mhlontlo Local Municipality will decide on the method of payment.

PS 18 DAILY RECORDS

The Contractor will be required to keep, as a minimum, the following daily records on site for the duration of the Contract

- Plant on site
- Personnel on site
- Weather conditions
- Safety issues
- Work activities conducted

PS 19 PAYMENT CERTIFICATES

The Contractor is required to submit the following information with payment certificates to expedite verification and certification by Employer.

- Proof of payment of local labour
- Proof of payment of suppliers
- Proof of ownership of materials on site

PS 20 PERMITS

Permits are required to carry out the normal construction activities and the contractor is required to register and conform with all the regulation in order to proceed with the works.

PS 21 PROOF OF COMPLIANCE WITH THE LAW

Requirements for compliance with CIDB registration and a SARS Certificate of Good Standing are to be provided with the Bid.

C3.2 STANDARDIZED SPECIFICATIONS

PROJECT/WORK SPECIFICATION

Notes to Tenderer

1. The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract. The amendments are those issued by COLTO and reproduced in Part B1, together with additional amendments as set out in Part B2.
2. Where reference is made to the General Conditions of Contract and Sub-Clauses thereof in the above-mentioned Standard Specifications, they refer to the appropriate edition of the 'General Conditions of Contract for Road and Bridge Works for State Road Authorities,' issued by COLTO (Clause 1115 of the Standard Specifications refers).

The General Conditions of Contract applicable to this contract are the "General Conditions of Contract for Work of Civil Engineering Construction" (2015 Third Edition) issued by the South African Institution of Civil Engineering and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.

3. The terms "Schedule of Quantities", (used throughout the Standard Specifications) and "Bill of Quantities", (used in all other documents forming part of this contract), are synonymous.
4. The terms "Project Specifications" and "work Specifications", are synonymous.

C3.2.1 CONSTRUCTION

WORK SPECIFICATION

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PART A: STANDARD SPECIFICATIONS

The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract. The amendments are those issued by COLTO and reproduced in Part B1, together with additional amendments as set out in Part B2.

Where reference is made to the General Conditions of Contract and Sub-Clauses thereof in the above-mentioned Standard Specifications, they refer to the appropriate edition of the 'General Conditions of Contract for Road and Bridge Works for State Road Authorities,' issued by COLTO (Clause 1115 of the Standard Specifications refers).

The General Conditions of Contract applicable to this contract are the "General Conditions of Contract for Work of Civil Engineering Construction" (2015 Third Edition) issued by the South African Institution of Civil Engineering and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.

The terms "Schedule of Quantities", (used throughout the Standard Specifications) and "Bill of Quantities", (used in all other documents forming part of this contract), are synonymous.

The terms "Project Specifications" and "work Specifications", are synonymous.

PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS

B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

1. 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 required for this particular contract.
2. 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 which 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.
3. The tenderer shall note that the standard COLTO specification is based on the COLTO General Conditions of Contract. References to specific COLTO General Conditions of Contract clauses will need to be exchanged for the equivalent clause in the General Conditions of Contract for Construction Works” (2015 Third Edition) as amended and the Contract Data. The Employer assumes no responsibility for the contractor’s interpretation of which are the correct relevant clauses and the contractor shall be deemed to have indemnify the Employer against incorrect interpretation from COLTO general condition of contract to these general condition of contract (GCC 2015 Third Edition) applicable to this contract.

PART B2: PROJECT SPECIFICATIONS

SECTION 1100 : DEFINITIONS AND TERMS

Add the following additional clauses:

“B1156 ACCEPTANCE CONTROL

Acceptance control means whatever testing the Engineer carries out over and above the process control testing already carried out in order to decide on the acceptability of any work submitted by the Contractor. Such testing will be carried out at the cost of the Employer in a laboratory approved by him (also see PS 5.5.2 in this regard).

B1157 COMMERCIAL SOURCE

An offsite source of materials chosen by the Contractor will also be viewed as a commercial source. The Contractor shall take full responsibility for the quality of all materials and services supplied from commercial sources.

B1158 PROCESS CONTROL

Process control means all testing required to be carried out on the works in order to ensure that the completed permanent works comply with the specifications and drawings. All such testing will be subject to inspection and approval by the Engineer (also see PS 5.5.1 in this regard).”

SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS

B1236 COMMUNITY LIAISON OFFICER

Insert the following paragraph:

The contractor or his appointed agent shall appoint a community liaison officer after consultation with the local communities, the Engineer and the Employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer.

The community liaison officer shall be appointed jointly by the contractor. The contractor shall, however, accept the appointed officer as part of his management personnel. It is not anticipated that the community liaison officer’s duties will entail a full day’s work, and the contractor can utilize the community liaison officer to undertake additional duties with the Engineer’s approval.

(a) The Community Liaison Officer’s duties will be:

- (i) to be available on site daily between the hours of 07:15 in the morning until 17:30 in the afternoon;
- (ii) to determine, in consultation with the contractor, the needs of local labour in terms of relevant technical training, responsible for the identification of suitable trainees and to attend one of each of the training sessions;
- (iii) to communicate daily with the contractor and the Engineer to determine the local labour requirements with regard to numbers and skills, to identify possible labour disputes and to assist in their resolutions;

- (iv) to ensure the timeous availability of suitable local labour after consultation with appropriate structures and the establishment of "labour desk";
- (v) to attend all meetings in which the community and/or labour is present or is required to be represented, in particular attend once at the first part of each monthly/site meeting to report on local labour involved and to table relevant issues;
- (vi) to assist in the identification and screening of labourers from the community after consultation with local structures in accordance with the contractor's requirements;
- (vii) to inform local labour of their conditions of temporary employment and to inform local labourers when their period of employment will be terminated;
- (viii) to attend disciplinary proceedings to ensure that hearing are fair and reasonable;
- (ix) to ensure that all labourers involved in activities where tasks have been set are fully informed regarding the principle of task work;
- (x) to keep a daily written record of his interviews and community liaison activities;
- (xi) to compile and maintain labour records as required on a weekly basis;
- (xii) all such duties as agreed upon between all parties concerned.

The Community Liaison Officer shall be fluent in Xhosa and English and shall have excellent communicative skills, all to the approval of the Engineer.

Measurement and Payment

Item no.		Unit
B12.01	Community Liaison Officer:	
	(a) Community Liaison Officer cost	month
	(b) Community Liaison Officer remuneration	Prov sum
	(c) Handling cost and profit in respect of subitem B12.01(a) and (b)above	%

B1237 PROJECT STEERING COMMITTEE

Insert the following paragraph:

The ISD must facilitate the selection of the Project Steering Committee with at least six community members that are directly benefitting from the proposed project. The PSC will work hand in hand with CLO and ISD and report back to the community meetings about the progress of the project and challenges that may arise during construction stage. Also, the Committee must be guided by the ISD on all the policies of the Municipality.

Measurement and Payment

Item no.		Unit
B12.02	Project Steering Committee (PSC) meetings	
(a)	Payment of expenses/disbursements to PSC members for attendance of meetings	Prov sum
(b)	Handling cost and profit in respect of subitem B12.02 a) above	%

B1238 RELOCATION AND/OR PROTECTION OF EXISTING SERVICES

Insert the following paragraph:

The contract may include certain work relating to be moving and reinstating of services that may be affected by the construction of the works.

Measurement and Payment

Item no.		Unit
B12.03	Relocation and/or protection of existing services	Prov sum

B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Add the following paragraph:

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

- In the case of partial completion, the estimated cost to complete the outstanding work shall be less than 2 % of the estimated cost to construct the whole section or sections.
- In the case of the whole works, the estimated cost to complete the outstanding work shall be less than 2 % of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
- It must be possible for the Contractor to complete the written list of outstanding items of work within 28 days of the list having been issued to the Contractor."

B1214 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

Add the following to the first paragraph of subclause (d)(ii)

"This is also required with respect to fences, gates, camp sites, bypasses and material spoiled on private property."

Add the following to the last paragraph of subclause (d)

"These written statements, as required in Clause 1214(b)-(e) shall be handed to the Engineer 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 Engineer."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities as reflected in the programme exceed the number of days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause. The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

Month	Expected number of working days to be lost as a result of normal rainfall
January	3
February	3
March	3
April	3
May	2
June	2
July	2
August	2
September	2
October	3
November	3
December	3
TOTAL	31 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

Should an extension of time be granted by the Engineer, such extension of time will be used to adjust the Due Completion Date or set against any over-provision that may have occurred in the abovementioned schedule.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

Substitute “during rainstorms” in paragraph (d) with “during rainstorms or seepage of underground water.”

B1224 THE HANDING OVER OF THE ROAD RESERVE

Add the following paragraphs:

"In addition to the specified repairs, the Contractor shall also carry out any maintenance work within the road reserve that the Engineer may require during the time for completion of this Contract. Such maintenance shall typically comprise the routine clearing of litter, the clearing and repair of drainage, and any structural damage caused by traffic during the contract period."

B1226 MEASUREMENT OF DEPTH OF TRENCHES AND FOUNDATION EXCAVATIONS

Substitute the last two sentences with the following:

"Where trenches are excavated in accordance with the fill method in the completed or partly completed road prism, the depth of excavation shall be measured and paid for in accordance with the minimum cover as specified on the drawings or as instructed by the Engineer, whichever may be applicable."

B1229 SABS CEMENT SPECIFICATIONS

Add the following to this sub clause:

"Where reference is made in this specification or the standard specifications to the cement specifications, e.g. 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 specification to a different cement type, the following names will apply and the Engineer will confirm the relevant new name from the table below:

Cement Grade	Cement Type	Approximate old product name	New Alpha	New Blue Circle	New NPC	New PPC	New Slag cement
52,5	CEM 1	Rapid hardening	Rapid Hard	Duracast	Eagle Super	-	-
42,5 R	CEM 1	Rapid hardening	-	-	-	Rapo	-

Cement Grade	Cement Type	Approximate old product name	New Alpha	New Blue Circle	New NPC	New PPC	New Slag cement
42,5	CEM 1	OPC *	Portland Cement	Duratech	-	OPC	-
	CEM 1	LASRC	-	-	-	LASRC	-
	CEM II A-S	PC 15SL	-	-	Eagle Plus	-	-
	CEM II B-S	RH30SL	-	-	Eagle Plus	-	-
32,5R	-	-	-	-	-	-	-
32,5	CEM II A-V	PC 15FA	All Purpose Cement	-	-	Sure build	-
	CEM II A-W	PC 15FA	-	-	-	Sure build	-
	CEM II A-L	-	All purpose cement	-	-	Sure build	-
	CEM II B-V or W	PC25FA/PFA C**	-	Structrete	-	Surecrete	-
	CEM III A	PBFC	-	BFC	Eagle Pro	-	PBFC
	CEM IIIA	RHSL	-	-	-	-	RHSL
22,5	MC 22.5X	PFAC ***	Multi purpose cement	Durabuild	-	-	-
	MC22.5 X	PFAC***	-	Buildcrete	-	-	-
12,5	MC 12,5	Walcrete	Mortar Cement	Wallcrete	-	Masonry	-
	MC 12,5	Mortacem	-	-	-	-	-

Notes: * OPC cements previously performed approximately as CEM 1 32,5R products

** PC25FA cements under the old standards achieved lower compressive strengths than the OPC's of the time

- *** Some PFAC cements meet the new standard for MC 22,5X. Others required modification before meeting the requirements for MC 22,5X”

B1231 WORKMEN’S COMPENSATION

All labour (excluding the Department of Roads and Public Work’s Labour) employed on Site shall be covered by the Workmen’s Compensation Act. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. The manner in which Workmen’s Compensation will be handled shall be resolved by the Contractor at the commencement of the Contract.

B1232 ENVIRONMENTAL IMPACT CONTROL

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

- (a) No littering by construction workers shall be allowed. A refuse control system must be established for the collection and removal of refuse to the satisfaction of the Engineer.
- (b) Adequate provision must be made for temporary toilet requirements in construction areas. Use of the veld for this purposed shall not, under any circumstances be allowed.
- (c) All rivers must be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals fuels, oils, aggregate tailings, wash water, products of abrasive cleaning, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. In the event of pollution occurring, all affected institutions and landowners shall be informed in writing and their reasonable requirements adhered to. This will include such institutions as DWA, affected Local Councils and DEAT.
- (d) The stream crossings should be regarded sensitive areas and siltation avoided.
- (e) Material required for the construction of temporary works may only be excavated from designated areas. Unauthorised excavations will not be condoned. Any such activity will result in an order to stop work until such time as acceptable repairs have been effected.
- (f) The above restrictions will also apply to spoil areas.
- (g) Any material used in temporary work shall be removed and spoiled in designated areas.
- (h) No tree shall be removed without a written instruction from the Engineer. No tree outside the road reserve shall be removed.

Section C1000: Environmental Management shall be applicable to this Contract.

Except for the items provided in Section C1000 : Environmental Management, no separate payment shall be made for observing these requirements and it is deemed to be included in the bid rates for in the items in the Schedule of Quantities. Any avoidable non-compliance

with these rules may be considered sufficient grounds for withholding payment of part of all the amounts to be paid for the above item.

B1235 STRUCTURED TRAINING PROGRAMME

The Contractor shall from the commencement of the contract implement a structured training programme for selected workers in which the various skills required for the execution and completion of the Works are imparted to such workers. The type of courses, the number of trainees and the cost of all training shall be as agreed by the Employer.

The training material for the structured training programme shall, as far as possible, be accredited by the Civil Engineering Industry Training Scheme (CEITS) and be delivered by suitably qualified and accredited trainers.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the training programme, including the following:

- Transport of the selected workers (as necessary)
- Tools, equipment and teaching aids
- Stationary and all other necessary materials

No separate payment will be made for the training venue and everything necessary for the delivery of the training.

All skills-related training shall take place during normal working hours and the Contractor shall make adequate allowance in this programme of work to accommodate the training to be provided.

The Contractor's training programme shall be subject to the approval of the Engineer, and the Contractor shall if so instructed by the Engineer, alter or amend the programme and course content to suit changing conditions on Site and all changes in the Contractor's programme of works.

The Contractor shall keep comprehensive records of the training given to each worker, as well as the nature and number of each task executed by the worker and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each candidate shall be issued at the Contractor's own cost with a certificate, indicating the course contents, as proof of attendance and completion.

(a) Engineering Skill Training

The Contractor shall implement an Engineering Skills Training Programme for a number of selected workers, who are engaged by the Contractor or subcontractors to participate in the execution of any part of the contract works, which shall include unskilled labour, semi-skilled labour and skilled labour.

The Contractor shall insofar as it is reasonably feasible, taking due cognisance of the nature of the Works to be executed at any given time, use trained workers on those aspects of the Works for which they have been trained.

(b) Generic Training

The Contractor shall implement such generic training, including business skills courses and AIDS awareness training as required by the Employer, for a number of selected workers. The type of training shall be as agreed by the Employer and the Engineer after consultation with the Community Liaison Committee should the training extend to community members.

B1204: CONTRACT NAME BOARD

The Contractor must make allowances for the provision, maintenance and erection of 1 No. Contract name board, as per the drawing, in his rate tendered for payment item 12.04, Contractor's General Requirements and provisions.

Measurement and Payment

Item no.		Unit
B12.04	One (1) Contract name board	No.

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

B1302: OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS (See Scope of Work C3.4)

The contractor must prepare and submit OHS file which will be audited and approved by an agent of the client. And must adhere to all safety measures according to health and safety and construction regulations.

B13.02 PAYMENT

Item		Unit
B13.02	Preparation of Contractor's Health and Safety Plan/File.	L/sum
B13.03	Contractor's initial obligations in respect of the Occupational Health and Safety and Construction Regulations	L/sum
B13.04	Contractor's time related obligations in respect of the Occupational Health and Safety and Construction Regulations	month
B13.05	Provision of full time Construction Safety Officer	month
B13.06	Provision for Personal Protective Equipment (PPE) inline with COVID 19 regulation	No.

Under this payment item he shall also make allowance for the provision of two labourers to assist the Resident Engineer as and when required for checking and measuring the various items of work."

Add the following after the fourth paragraph:

"Should the combined total tendered for subitems (a), (b), and (c) exceed 20% of the tender sum (excluding CPA, contingencies and VAT), the tenderer shall state his reasons in writing for tendering in this manner."

Add the following at the end of this pay item:

"The amount payable to the Contractor for time related costs arising from extensions of time granted by the Employer, where the Contractor is fairly entitled to such compensation in terms of Clause 45 of the General Conditions of Contract, shall be calculated as follows:

- (i) Account shall be taken of all time-related items scheduled in Section 1300, 1400 and 1500.
- (ii) All pay items for which the unit of measurement is "month" shall be deemed to be based upon an average of 22 working days per month.
- (iii) Payment will be made only for items for which the unit of measurement is "month"

B1303 STRUCTURED TRAINING PROGRAMME

The Contractor shall from the commencement of the contract implement a structured training programme for selected workers in which the various skills required for the execution and completion of the Works are imparted to such workers. The type of courses, the number of trainees and the cost of all training shall be as agreed by the Employer.

The training material for the structured training programme shall, as far as possible, be accredited by the Civil Engineering Industry Training Scheme (CEITS) and be delivered by suitably qualified and accredited trainers.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the training programme, including the following:

- Transport of the selected workers (as necessary)
- Tools, equipment and teaching aids
- Stationary and all other necessary materials

No separate payment will be made for the training venue and everything necessary for the delivery of the training.

All skills-related training shall take place during normal working hours and the Contractor shall make adequate allowance in this programme of work to accommodate the training to be provided.

The Contractor's training programme shall be subject to the approval of the Engineer, and the Contractor shall if so instructed by the Engineer, alter or amend the programme and course content to suit changing conditions on Site and all changes in the Contractor's programme of works.

The Contractor shall keep comprehensive records of the training given to each worker, as well as the nature and number of each task executed by the worker and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each candidate shall be issued at the Contractor's own cost with a certificate, indicating the course contents, as proof of attendance and completion.

(a) Engineering Skill Training

The Contractor shall implement an Engineering Skills Training Programme for a number of selected workers, who are engaged by the Contractor or subcontractors to participate in the execution of any part of the contract works, which shall include unskilled labour, semi-skilled labour and skilled labour.

The Contractor shall insofar as it is reasonably feasible, taking due cognisance of the nature of the Works to be executed at any given time, use trained workers on those aspects of the Works for which they have been trained.

(b) Generic Training

The Contractor shall implement such generic training, including business skills courses and AIDS awareness training as required by the Employer, for a number of selected workers.

The type of training shall be as agreed by the Employer and the Engineer after consultation with the Community Liaison Committee should the training extend to community members.

Add the following pay item:

“Item	Unit
-------	------

B13.07 Training Programme

Add the following new subclause:

- | | |
|--|-----------------|
| (a) Student in Training costs and local workers training..... | Provisional Sum |
| (d) Handling costs, profit and charges for the Contractor..... | percentage (%) |

This item shall provide for the contractor to fulfill the requirements of Training Programme as detailed in B1303”.

Payment shall be effected on monthly basis for the student in training, completion of the proposed training and on issuing of the certificate for accredited by the service provider.

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

B1408 SERVICES

Add the following:

“The supply of electricity (ESKOM or generated power) and water to the offices and laboratory shall be maintained 24 hours per day. The power supply shall be regulated by a suitable voltage regulator in order to maintain a constant current and voltage level at all times to prevent damage to the office and laboratory equipment and related machinery during power surges. Payment for the voltage regulator shall be deemed to be included in the rates bid for the supply of power. In the event of damage to the office and laboratory equipment and related machinery because of a faulty voltage regulator, the Contractor shall be liable for payment of all repair or replacement costs of such damaged items, as well as for any consequent damage as a result of such failure. The above-mentioned should be included in the Contractor’s tendered rate under this item.”

B1406 MEASUREMENT AND PAYMENT

Add the following payment items:

“Item	Unit
B14.11 Cellular telephones	
a) Provision of cellular telephones	Prov. Sum
b) Cost of calls in connection with contract administration	PC. Sum
c) Handling costs, profit and charges in respect of sub items B14.11 (a)(b)	percentage (%)

The unit of measurement shall be the Provisional Sum for the cellular telephone provided on the Engineer's instructions.

The tendered rate shall include compensation for the providing and maintaining of the cellular telephones as well as unexpended portion at the end of the contract. The cellular telephones shall remain the property of the Municipality.

"Item	Unit
B14.12 Fax/Copy Machine	
a) Provision of fax/copy machine.....	number (No.)
b) Cost of calls in connection with contract administration	prime cost (PC) sum
c) Handling costs and profit in respect of subitems B14.12(a)(b)	percentage (%)

The unit of measurement shall be the number of fax/copy machines provided on the Engineer's instructions.

The tendered rate shall include compensation for the providing and maintaining of the fax machine as well as unexpended portion at the end of the contract. The fax machine shall remain the property of the Contractor.

The prime cost item will be paid for in accordance with the provisions of the general conditions of contract."

SECTION 1500 : ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add the following:

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

B1502 GENERAL REQUIREMENTS

(f) Approval of temporary deviations

Add the following:

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

(i) Traffic Safety Officer

Add the following after the second paragraph:

"The Contractor shall submit a CV of the candidate to the Engineer for approval before the Traffic Safety Officer is appointed. The Traffic Safety Officer shall be made available to discuss road safety and traffic accommodation matters whenever required by the Engineer."

Add the following subclauses:

- (ix) “Ensure that all obstructions, soil and gravel heaps, related to the Contractors activities be removed before nightfall where applicable and instructed by the Engineer and that the roads are safe for night traffic.”
- (x) “The Traffic Safety Officer shall, in addition to the duties listed in paragraph 1502 (i), also be responsible for removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.”

(j) Handing over site *(Additional subclause)*

The entire road reserve 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, and maintenance of the existing roadway used by the public, from the date of handing over to the issue of the Certificate of Completion.

(k) General requirements *(Additional subclause)*

(i) Liaison with traffic authorities

The Contractor shall liaise closely with the Engineer and shall keep the provincial traffic police fully informed with regard to any changes in the accommodation of traffic planned by the Contractor due to construction activities.

(ii) 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 the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

(iii) Failure to comply with provisions for the accommodation of traffic

The failure or refusal of the Contractor to provide barricades or traffic signs at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as specified or instructed by the Engineer, shall be sufficient cause for the suspension of all work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Engineer. The above shall be sufficient cause for the Engineer to deduct penalties as follows:

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

“The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices and warning devices (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No. 13 Roadworks, and remove them when no longer required. **It shall be incumbent upon the Contractor to see to it that the above-mentioned traffic-control devices are present where required at all times and are functioning properly, and he shall replace any that have been damaged, lost, stolen or obliterated at his own cost.**”

B1503(b) Road signs and barricades

(e) Warning devices

Add the following:

“All construction vehicles and plant used on the works, including vehicles and plant operated by subcontractors and/or suppliers, shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant shall obtain a clearance permit from the Engineer before being allowed onto the Site.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDV's and cars operating on Site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and operated continuously while the vehicles is manoeuvring in or out of traffic or is travelling or parked alongside roads open to public traffic.

Rotating lights and the "Construction Vehicle" signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

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

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

(n) **Safety jackets** *(Additional subclause)*

"The Contractor will be responsible to ensure that all construction workers, staff of the Engineer and visitors shall wear safety jackets when moving around on Site. The jackets shall be of an approved type, orange in colour and shall be to the approval of the Engineer."

B1510 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF-WIDTHS

Where the work on the road surface is undertaken for rehabilitation/maintenance of the pavement, such work shall be carried out in areas as indicated on the drawings.

During construction, when work is in progress on one portion of the carriageway and shoulder of the road, the other portion of the road shall remain open at all times to allow for safe one-way traffic flow.

The speed of vehicles alongside actual construction areas must be limited to a maximum of 40 km/h. STOP/GO signs and flagmen shall be employed at the points where construction traffic enter the working area thus creating a potential danger situation for public traffic.

Add the following paragraph after the fourth paragraph:

"The Contractor shall, after completing construction of one half-width of a section, continue with the immediate adjacent section in order to complete full construction as soon as possible."

Add the following to the fourth paragraph:

"No work on any section of the Works shall commence without prior written consent of the Engineer."

Delete the last paragraph and add the following:

"The bid rate shall include full compensation for providing all plant, equipment, tools, transport, labour, supervision, cleaning of the trafficked lane, and other incidentals for the proper and safe handling of traffic and shall include full compensation for all additional costs and work resulting from constructing the road in half-widths."

B1517 MEASUREMENT AND PAYMENT

Item	Unit
B15.03(n) Safety Jackets(additional payment item) (No)	Number

"Contractor to supply his staff as well as the Engineer's Representative and laboratory staff with safety jackets."

Item	Unit
------	------

B15.12 Temporary culverts Metre (m)

Add the following after the last sentence : "No payment will be made for temporary stockpiling or stacking of culverts, except if otherwise approved by the Engineer."

SECTION 1600 : OVERHAUL

B1602 DEFINITIONS

(a) Overhaul material

Add the following:

"Material from commercial sources or from sources of which the locating thereof is the Contractor's responsibility shall not be classified as overhaul material."

SECTION 1700 : CLEARING AND GRUBBING

B1703 EXECUTION OF THE WORK

(a) Areas to be cleared and grubbed

Delete "and the time when it shall be done" in the third paragraph.

(b) Cutting of trees

Substitute "above the carriageway" in the first paragraph with "above the carriageway and a 2 m side clearance, measured from the shoulder breaking point."

(d) Re-clearing of vegetation

Add the following:

"The Contractor shall program his work in such a manner that re-clearing will not be necessary."

B1704 MEASUREMENT AND PAYMENT

	Item	Unit
B17.01	Clearing and grubbing	hectare (ha)

Add the following to the measurement and payment paragraphs

"Clearing and grubbing for the construction of camp sites shall not be measured separately. Payment shall be regarded as included in the rates bid for the applicable items."

SECTION B1800: DAYWORK

Add the following section to Series 1000: General, of the Standard Specifications:

“Section B1800 : Daywork”

CONTENTS

B1801	SCOPE
B1802	GENERAL REQUIREMENTS
B1803	MEASUREMENT AND PAYMENT

B1801 SCOPE

This section covers the listing of daywork items in accordance with the General Conditions of Contract, clause 40, for the use in determining payment for work which cannot be quantified in specific units in the Schedule of Quantities, or work ordered by the Engineer during the construction period which was not foreseen at bid stage and for which no applicable rates exist in the Schedule of Quantities.

B1802 GENERAL REQUIREMENTS

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

Work will be classified as daywork only if the Engineer considers no other rate in the Schedule of Quantities appropriate for payment purposes.

An instruction regarding all work to be carried out under daywork in terms of clause 40(3) of the General Conditions of Contract will be issued at the discretion of the Engineer. Some or all of the items priced under daywork in the Schedule of Quantities may possibly not be required for this contract.

Before ordering any material, the Contractor shall submit quotations to the Engineer for his approval, and shall submit such receipts or vouchers to the Engineer as may be necessary for proving the amount claimed.

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) Ganger	hour (h)
	(e) Foreman	hour (h)

- (f) Percentage on cost on subtotal for subitems (a), (b), (c) (d) and (e) Percentage (%)

The daywork rates for subitems (a) to (e) submitted in the Schedule of Quantities shall be the cost of personnel for each skill level and shall apply only to the number of workers approved in writing by the Engineer.

The bid percentage for subitem (f) shall include full compensation for overhead charges, profit, liabilities, obligations, site supervision, the use of hand tools, appliances, equipment and for consumable stores. The bid rates shall be subject to the CPA factor as laid down in the General Conditions of Contract.

Item		Unit
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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) | Ganger | hour (h) |
| (v) | Foreman | hour (h) |
| (vi) | Percentage on cost on subtotal for subitems (i) to (v)..... | Percentage (%) |

The daywork rates for subitems (i) to (v) submitted in the Schedule of Quantities shall be the cost of personnel for each skill level and shall apply only to the number of workers approved in writing by the Engineer.

The bid percentage for subitem (vi) shall include full compensation for overhead charges, profit, liabilities, obligations, site supervision, the use of hand tools, appliances, equipment and for consumable stores. The bid rates shall be subject to the CPA factor as laid down in the General Conditions of Contract.

(b) Sundays and public holidays

- | | | |
|-------|---|----------------|
| (i) | Unskilled labour | hour (h) |
| (ii) | Semi-skilled labour | hour (h) |
| (iii) | Skilled labour | hour (h) |
| (iv) | Ganger | hour (h) |
| (v) | Foreman | hour (h) |
| (vi) | Percentage on cost on subtotal for subitems (i) to (v)..... | Percentage (%) |

The daywork rates for subitems (i) to (v) submitted in the Schedule of Quantities shall be the cost of personnel for each skill level and shall apply only to the number of workers approved in writing by the Engineer.

The bid percentage for subitem (vi) shall include full compensation for overhead charges, profit, liabilities, obligations, site supervision, the use of hand tools, appliances, equipment and for consumable stores. The bid rates shall be subject to the CPA factor as laid down in the General Conditions of Contract.

Item		Unit
-------------	--	-------------

B18.03 Plant, equipment and vehicles

- | | | |
|-----|--|----------------|
| (a) | Specify | hour |
| | (h) | |
| (b) | Percentage on cost on subtotal for subitem (a) | Percentage (%) |

The daywork rates submitted for vehicles, constructional plant and equipment, subitem (a), in the Schedule of Quantities shall be a hire charge for the use of the vehicle and driver or constructional Plant/Equipment and Operator (VAT excluded) and shall apply only to vehicles, constructional Plant and Equipment approved in writing by the Engineer. The rate shall include for maintenance, operative costs, establishment, insurance and other contingency costs relating to the running of the vehicle, Plant or Equipment.

Where there is ambiguity between the power developed at the flywheel and mass of a machine, the power shall govern the measurement category.

The Contractor and the Engineer will agree on the method of recording the working hours prior to the commencement of the Work. Any long period of idling at any one time which in the opinion of the Engineer or his Representative is beyond that required for normal operating conditions will not be paid for as working time. Non-working hours for any reason shall not be measured for payment.

The bid percentage for subitem (b) shall include full compensation for all administrative costs, supervision, overheads liabilities and obligations related to the running of the vehicles, constructional Plant and Equipment. The bid percentage shall also include for profit and shall be subject to the Contract Price Adjustment Factor as laid down in the General Conditions of Contract.

Item		Unit
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B18.04 Materials

- | | | |
|-----|--|-------------------------|
| (a) | Procurement of materials | Provisional (Prov.) Sum |
| (b) | Percentage on nett cost of materials (%) | Percentage |

The prices for materials (excluding VAT) shall be based on the documented proof submitted to the Engineer as specified in clause B1802 and expenditure shall be made in accordance with the General Conditions of Contract. The prices shall not be subject to the Contract Price Adjustment Factor.

The bid percentage as an on-cost on the nett cost price of materials shall include full compensation for handling, overheads, profit, liabilities, obligations, risks, incidents and other on-cost for the supply, delivery and distribution of materials for dayworks.

	Item	Unit
B18.05	Transport	
	(a) LDV	kilometre (km)
	(b) Flatbed truck (5 ton)	kilometre (km)
	(c) Low-bed trailer with mechanical horse	kilometre (km)

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 Engineer.

The bid rate for item B18.05 shall include full compensation for the cost of the vehicle and driver including fuel, maintenance, depreciation, insurance and running costs.

The above-mentioned bid rates shall be full compensation for the various items as specified and no further profit or handling charges shall be paid.

SECTION 2100 : DRAINS

B21.01 MEASUREMENT AND PAYMENT

Insert the following:

"Payment for drains drainage systems will be in accordance with the neat dimensions as indicated on the drawings, which implies that no payment will be made for any over break or any additional cost as a result of such over break."

B2102 OPEN DRAINS

Substitute "90 % of modified AASHTO density" in the second paragraph of 2102(c) with "90 % of modified AASHTO density (100 % for non-plastic sand with up to 20 % passing through the 0,075 mm sieve and 95 % for non-plastic sand with more than 20 % passing through the 0,075 mm sieve)".

B2100 MEASUREMENT AND PAYMENT

	Item	Unit
B21.01	Excavation for open drains	cubic metre (m³)

Add the following to the penultimate paragraph:

"The tendered rate shall also include full compensation for trimming the open drains. Only those drains designated by the Engineer for excavation will be measured. The above rate will be

deemed inclusive where normal and heavy blading or light and heavy road bed preparation are specified in section 3400, and will not be measured separately."

Add the following item:

"Item	Unit
B21.20 Clearing and shaping mitre drains	
(a) Existing mitre drains	meter (m)
(b) Newly constructed mitre drains	meter (m)

The unit of measurement shall be the linear meter of mitre drain opened up and shaped, measured from the outside of the roadside drain to the approved extremity of the mitre drain. Only those mitre drains designated by the Engineer for clearing and shaping will be measured."

SECTION 2200: PREFABRICATED CULVERTS

Add the following item:

B22.07 Cast in situ concrete and formwork:

"Item	Unit
B22.07	
(i) Inlet structure Class 25/19	m ³
(ii) Outlet structure Class 25/19.....	m ³

In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish.

SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWN-PIPES, AND CONCRETE LININGS FOR OPEN DRAINS

B2302 MATERIALS

(d) Bedding material

Substitute 2302(d) with the following:

"Backing and bedding material for concrete channels shall be in accordance with the details as shown on the drawings."

B2304 CONSTRUCTION

(a) Excavation and preparation of bedding

Amend the heading of (a)(i) as follows:

"(i) Kerbs and channels and edge beams."

Substitute "a layer of approved bedding material" in 2304(a)(i) with "bedding material in accordance with the provisions of B2302(d)".

Substitute "93 % of modified AASHTO density" in the second, third and fourth paragraphs of 2302(a)(ii) with "93 % (100 % for non-plastic sand with up to 20 % passing through the 0,075 mm sieve and 95 % for non-plastic sand with more than 20 % passing through the 0,075 mm sieve) of modified AASHTO density".

B2307 MEASUREMENT AND PAYMENT

	Item	Unit
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B23.07	Trimming of excavations for concrete-lined open drains	square metre (m ²)
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Add the following:

"The bid rate shall also include for the compaction of the in situ material underlying the concrete lining to 90 % (100 % for non-plastic sand with up to 20 % passing through the 0,075 mm sieve and 95 % for non-plastic sand with more than 20 % passing through the 0,075 mm sieve) of modified AASHTO density."

	Item	Unit
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B23.08	Concrete lining for open drains	
---------------	---------------------------------	--

Add the following:

"The bid rate shall include all extra over from item 21.01 in the Bill of Quantities for excavation and spoil required to accommodate the concrete lining."

B23.10	Sealed joints in concrete linings of open joints	
---------------	--	--

Add the following:

"(b) The bid rate shall include full compensation for the supply and all materials and for all labour, formwork and incidentals necessary for constructing the joint as shown on the drawings."

SECTION 3100 : BORROW MATERIALS

B3108 MEASUREMENT AND PAYMENT

Change to the following:

"The tendered rate for all construction material used shall include full compensation for all additional cost associated with procuring, handling, transporting and stockpiling from commercial sources, unless otherwise indicated."

SECTION 3300: MASS EARTHWORKS

B3303 CLASSIFICATION OF CUT AND BORROW EXCAVATION

All material excavated from the existing road prism including subgrade, subbase, base and shoulders shall be classified as soft material. No additional payment will be made for other classes of material excavated from the road prism. Bid rate should also include finishing-off of cut and fill slopes."

B3305 TREATING OF ROADBED

(a) Removing unsuitable material

Add the following to this clause:

"The material to be removed also includes unsuitable material from repairs of failed areas as directed by the Engineer."

B3312 MEASUREMENT AND PAYMENT

Item	Unit
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Change to the following:

B33.01 Cut and borrow to fill including free-haul up to 1km:

- | | |
|--|--------------------------------|
| (a) Gravel material (min. G5) in compacted layer thickness of 200mm or less: | |
| (ii) Compacted to 93% of modified AASTHO density | Cubic metres (m ³) |
| (c) Rock fill (as specified in subclause 3209(c)) | Cubic metres (m ³) |

SECTION 5100: PITCHING, STONEWORK AND PROTECTION AGAINST EROSION

B5108 MEASUREMENT AND PAYMENT

Item	Unit
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Change to the following:

B51.01	(b) Concrete stone pitching with stones from the riverbed:	Square metre (m ²)
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Add the following:

"The bid rate for shall also include full compensation for procuring as specified, and for laying it as indicated on the drawings and a standard specifications."

B51.02	Riprap:	Cubic metre (m ³)
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Add the following:

"The bid rate shall include full compensation for procuring and furnishing the granular filter material and riprap as specified, from commercial sources, and for laying it as indicated on the drawings."

SECTION 5200: GABIONS

B5202 MATERIALS

(f) Filter fabric below the gabions

Replace "sub-subclause 2104(a)(iii) for grade 3 filter fabric" in the first sentence with "geotextile fabric grade 1 as specified below."

Add the following:

"(g) Composition and manufacturing

The synthetic-fibre filter fabric, or geotextile, shall be manufactured from a synthetic polymer processed into a permeable, homogeneous sheet. Geotextile of non-woven construction is preferred, and woven geotextiles will be considered only if published data can be provided which show the satisfactory long-term performance of these geotextiles in an environment similar to that in which they are to be used.

On account of the temperature and moisture susceptibility of polyamide, this synthetic product is not considered acceptable.

2) Classification

The geotextile is classified according to the mechanical properties thereof, viz. its penetration load, puncture resistance and the minimum water-percolation rate as measured in the permeability test. The table below gives the values for the properties of Grade 1 geotextile.

Table B5202/2 : Grade 1 Geotextile Properties

PROPERTY	GRADE 1	TEST METHOD
Penetration Load (minimum), N	3800	3.5 of SABS 0221 – 1988
Puncture Resistance (maximum), mm	14	Clause 8114
Water Percolation (minimum), $\ell/m^2/s$	20	3.7 of SABS 0221 – 1988
Mass per unit area (minimum), g/m^2	320	3.4 of SABS 0221 - 1988

NOTES: The standard atmosphere for testing and the preconditioning atmosphere for all geotextile tests (SABS tests and others) shall have a relative humidity falling within the range of 0 to 80 per cent and a temperature within the range of 15 °C to 35 °C.

The resistance of a geotextile to puncture is the average diameter of the hole formed when a 45° cone with a mass of 1 kg is dropped through 500 mm onto the geotextile fixed in the holding device.

3) Durability

A geotextile is required to comply with the following specification:

- Resistance to chemical attack

The geotextile shall withstand the level of aggressiveness of the soil and ground water given below without significant loss of its strength and hydraulic properties during its design life of 25 years:

Soil and ground water with a pH in the range of 4 to 12 (pH to be determined by Method A20, TMH1, 1986).

Soil (as paste) and ground water containing salts with a conductance of up to 1,0 S/m (conductivity to be determined by Method A21T, TMH1, 1986).

- Resistance to ultra-violet light

The geotextile shall maintain at least 80% of its original strength after direct exposure to sunlight of 1 500 hours.

- Resistance to rot

The geotextile shall be entirely rot-proof and shall not support the growth of algae.

4) Geotextile evaluation

Geotextiles, other than non-woven needle-punched material, will be considered only if actual field performance data for geotextiles which have been in use in river protection works for 15 years or longer can be supplied.

5) Selection

The Contractor shall, at least 45 days before the installation of the geotextile, submit to the Engineer samples of the grade 1 geotextile(s) he proposes to use so that the Engineer may test the geotextile and confirm the use thereof if he is satisfied that it meets the specified requirements.

No extra payment shall be made for providing the samples for testing."

SECTION 5600: ROAD SIGNS

B5602 MATERIALS

(a) Structural steel

Substitute "Where specified, all structural steel" in the second paragraph with "All structural steel".

(c) Steel plate and steel profiles

i) Steel plate

Substitute "1,40 mm" in the first paragraph with "1,20 mm".

(e) **Aluminium**

Substitute "2,0 mm" in the last paragraph with "1,6 mm".

B5606 ERECTING ROAD SIGNS

(b) **Excavation and backfilling**

- *Add the following :*

"A 50mm thick permeable drainage layer shall be placed below concrete or soil-cement backfill for timber posts. No additional payment will be made and the cost thereof shall be deemed to be included in the bid rates"

B5609 MEASUREMENT AND PAYMENT

Item	Unit
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B56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	cubic metre (m³)
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Substitute "not in concrete" in the first paragraph with "not in concrete or a soil/cement mixture".

Item	Unit
------	------

B56.08	Danger plates (Class indicated) (Additional item)
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(a)	at culvert	Number (No)
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Danger/chevron plates will be paid for as indicated in the Bill of Quantities under item B56.10.

SECTION 5900: FINISHING THE ROAD RESERVE AND TREATING OLD ROADS

B5904 MEASUREMENT AND PAYMENT

Item	Unit
------	------

B59.01	Finishing the road and road reserve:	kilometere (km)
---------------	---	------------------------

Add the following:

"Bid rate should include shaping the existing gravel side drains to tie-in with the newly constructed cast in situ concrete V-drains."

SECTION 6300: STEEL REINFORCEMENT FOR STRUCTURES

B6302 MATERIALS

(a) Materials

Add the following:

"The type of steel is as follows:

R - Hot rolled mild steel round bars with a characteristic yield stress of 250 MPa.

Y - Hot rolled high yield stress deformed bars with a characteristic yield stress of 450 MPa."

Replace "R, Y or Z" in the last paragraph with "R or Y".

SECTION 6400: CONCRETE FOR STRUCTURES

B6401 SCOPE

Add the following:

"Contractor to purchase COLTO: Standard Specifications of Road and Bridge Works as previously indicated. Contractor to adhere to the specifications unless otherwise instructed to by the Engineer."

B6402 MATERIAL

(a) Cement

Replace the last paragraph with the following:

"The use of a 50/50 mix of Portland cement and milled granulated blast-furnace slag in concrete units will only be allowed if there is a sufficient cost benefit to the client and if authorised in writing by the Engineer."

B6414 QUALITY OF MATERIALS AND WORKMANSHIP

Add the following to sub-clause (a):

"Judgement Plan B of Section 8200 shall be used."

B6416 MEASUREMENT AND PAYMENT

	Item	Unit
B22.28	Demolish existing structure <i>(Added from Section 2200)</i>	Number (No.)
B22.07	Cast in situ concrete and formwork <i>(Added from Section 2200)</i>	Cubic metre (m ³)
B22.05	Portal and rectangular culvert <i>(Added from Section 2200)</i>	Metre (m)
B53.01.28	Guide blocks <i>(Added from Section 5300)</i>	Number (No.)

SECTION 8100: TESTING WORKMANSHIP AND MATERIALS

B8102 PROCESS CONTROL BY THE CONTRACTOR

For the purpose of this Contract process or quality control by the Contractor comprises at least the following:

Soil Tests:

Field densities, maximum dry density and optimum moisture content determinations, CBR, UCS, indicator tests (grading and PI), moisture contents, solid densities and chemical tests relating to stabilising agent contents;

Aggregate tests:

Grading, flakiness index, average least dimension (ALD), ACV, 10 % FACT;

Concrete tests:

Slump and cube crushing strengths

**C3.2.2 (OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993) HEALTH AND
SAFETY SPECIFICATION**

CONTENTS

1. SCOPE
2. DEFINITIONS
3. TENDERS
4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK
5. RISK ASSESSMENT
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OHSA (OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993) HEALTH AND SAFETY SPECIFICATION

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 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

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 2003. **"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.

- (c) **"Mandatory"**, wherever used in the contract, includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an Employer or user. For the purpose of this contract the **Contractor** will, in terms of the agreement contemplated in Section 37(2) of OHSA 1993, be the mandatory, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

- (d) **"Employer's Agent"** 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).

3. TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003, the OHSA, Clients Health and Safety Specifications and will be subject to approval by the Employer; The Health and Safety Plan must clearly states the policy of the company

concerning the protection of the Health and Safety of his employees at work, the scope of the project and the review of the Health and Safety Plan.

- (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 2003;
- (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 and the OHS Act.

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 3, 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 3,0 m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (d) excavation work deeper than 1,0 m; or
- (e) working at a height greater than 3,0 m above ground or landings.

The notification must be done in the form of the pro forma included as Annexure A in the Construction Regulations (a copy is attached to this safety specification as Annexure 3)

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

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 appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site. (*Refer Regulation 7 of the Construction Regulations 2003*).

The risk assessment shall identify(all loss exposures), evaluate(the risk in each exposure) , develop(plan), implement(plan) and monitor 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.

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. To this end the Employer, or the Engineer or

Agent on his behalf, will, in terms of Regulations 4(1)(d) and 5(3)(c), carry out audits on a regular basis to ensure that the Contractor as well as any subcontractors in his employ, do implement the Contractor's Safety Plan as well as the Employer's Safety Specifications in accordance with the Construction Regulations.

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 and ensure that all employees are informed regarding all hazards as stipulated in the risk assessment. 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 Employer or the Engineer on his behalf, will carry out audits from time to time to ensure compliance by the Contractor.

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.

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. *[Refer Regulation 6(1)]*.

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. *[Refer Regulation 6(2)]*

Provision will be made in the schedule of quantities to cover the cost of a dedicated construction safety officer appointed after award of the contract if so ordered by the Engineer.

7.3 **Health and safety representatives**

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

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of the 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 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Batch plant operations as described in Regulation 18;
- (i) Explosive powered tools in Regulation 19
- (j) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
- (k) Control of all temporary electrical installations on the construction site as described in Regulation 22.
- (l) Stacking and storage on construction sites as described in Regulation 26; and
- (m) Inspections of fire equipment as described in Regulation 27.
- (n) Use and temporary storage of flammable liquids on construction sites in Regulation 23.
- (o) Water Environments in Regulation 24.

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.

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 OHSA(Occupational Health and Safety Act) No 85 of 1993 and Construction Regulations 2003 in order for Health and Safety Representatives and other employees to study (GAR 3) General Administrative Regulations.
- (b) A copy of the Client's Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer [Regulation 6(7)];
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures [Regulation 9(3)] and formwork and support work structures [Regulation 10(d)];
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site [Regulation 11(3)(h)];
- (j) A copy of the certificate of the system design for suspended platforms [Regulation 15(3)];
- (k) Suspended platforms must be registered and inspection and performance test must be recorded and kept on site [Regulation 15 (11).
- (l) Medical Certificates of fitness must be recorded [Regulation 15(12)(a)
- (m) 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 7(5)].
- (n) Maintenance records of material hoists and inspection/examination results must be kept in a record book to be kept on site [Regulation 17(8)];
- (o) A record of any repairs to or maintenance of a batch plant must be kept on site [Regulation 18(9)];
- (p) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used [Regulation 19(2)];
- (q) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant [Regulation 21(1)(j)].
- (r) Electrical equipment checked and register kept [Regulation 22(d)]
- (s) Health and Safety Representatives Reports and endorsed by the supervisor must be kept on site [GAR 4.]
- (t) Health and Safety Committee minutes available and endorsed to be on site [GAR 4(a, b, c)].
- (u) Recording of accidents and incidents [GAR 8 (1)(2)]

9. **CONTRACTOR'S 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, as Employer in his own right in respect of the contract, will be responsible for all the duties and obligations of an Employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

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. A pro forma agreement is attached to this specification as Annexure 2. The pro forma agreement form must be signed by the contractor and returned to the Employer (client) before commencement of work.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, 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. Safety reminders in the form of a checklist of some of the more important aspects of safety as related to personnel on site, must be displayed at a prominent position at the site (see Annexure 1: Safety on the Site of Works).

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

Section 4 of the Regulations by implication requires that the Contractor shall at all times 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 5)

The Contractor for the contract under consideration is the equivalent of "Principal Contractor" as defined in Regulation 2(b) of the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

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 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 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 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 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 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

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 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

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 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

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 Professional 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 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 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.

The Contractor's attention is especially drawn to subsections (9) and (10) of Regulation 12, which read as follows:

"(9) Where the risk assessment indicates the presence of asbestos, the Contractor shall ensure that all asbestos-related work is conducted in accordance with the provisions of the 'Asbestos Regulations' promulgated by Government Notice R.155 of 10 February 2002, as amended.

(10) Where the risk assessment indicates the presence of lead, the Contractor shall ensure that all lead-related work is conducted in accordance with the provisions of the Lead Regulations' promulgated by Government Notice R.236 of 28 February 2002, as amended."

- (j) Tunnelling (Regulation 13)
The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.
- (k) Scaffolding (Regulation 14)
The Contractor shall ensure that all the provisions of Regulation 14 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 15)
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 15 of the Construction Regulations.
- (m) Boatswain’s chairs (Regulation 16)
Where boatswain’s chairs are required on the construction site, the Contractor shall comply with Regulation 16.
- (n) Material Hoists (Regulation 17)
Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.
- (o) Batch plants (Regulation 18)
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 18. 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 powered tools (Regulation 19)
The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 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 20)
Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.
- (r) Construction vehicles and mobile plant (Regulation 21)
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 21.
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 22)

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 22.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 23)

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 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environmental Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

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 of Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

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 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

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 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

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 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

N.B 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.

10 MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that tenderers shall make provision in their tenders for the cost of all health and safety measures during the construction process. Special reference is made to the following:

(a) Safety personnel

All safety personnel and competent persons referred to in clauses 7.1 to 7.5 will normally be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

However provision will be made in the schedule of quantities for payment under the contract for a Construction Supervisor in terms of Clause 7.1 and for a dedicated Construction Safety Officer in terms of Clause 7.2 on the instruction of the Inspector of the Department of Labour.

(b) Records and Registers,

Provision will be made in the schedule of quantities for payment to the Contractor for the keeping of health and safety-related records and registers as described in Clause 8.

10.2: Scheduled items

10.2.1 Appointment of dedicated safety personnel

(a) Construction Supervisor Unit: Lump sum

(b) Construction Health and Safety Officer Unit: Lump sum

10.2.2 Records and registers Unit: Lump sum

The lump sums tendered for sub-item 10.2.1(a) and (b) shall cover the cost to the Contractor for the provision of dedicated full-time officers for the duration of the contract.

The lump sum tendered for sub-item 10.2.2 shall cover the cost for providing and maintaining on site all the documents, files, records and registers as specified in Clause 8 of this specification.

Payment of the tendered lump sums will be made as follows:

(i) 50% of the lump sums will be paid once the appointments under 10.2.1 (a) and (b) have been made and approved by the Engineer, and when the required documents, files and registers under 10.2.2 are in place on site and approved by the Engineer.

(ii) The balance of the lump sums will be paid in equal monthly instalments up to the end of the contract period. Monthly payments will be withheld permanently for each month during which the Contractor failed to comply with the specifications.

Payment for these items do not absolve the Contractor from his responsibilities and liabilities in terms of Clause 9(y) of this specification and Regulation 30 of the Construction Regulations 2003.

ANNEXURE 1:

SAFETY ON THE SITE OF WORKS

The basic day-to-day requirements for safety on the site of works are listed below. Compliance with these aspects does not relieve the Contractor of any of his obligations and responsibilities detailed in Regulations 4 to 28 referred to paragraph 9 of the Safety Specification.

1. *Fall protection*

- (a) All unprotected openings in floors, slabs, hatchways and stairways must be adequately guarded, fenced or barricaded or similar means must be used to safeguard any person from falling through such openings;
- (b) Notices must be placed conspicuously at all openings where the possibility exists that a person might fall through such openings;
- (c) Where roof work is being performed on a construction site, the contractor shall ensure that:
 - (1) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
 - (2) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;
 - (3) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.
 - (4) people working at heights have medical certificates or ensure that there are physically or psychologically fit to work safely in such an environment

2. *Formwork and support work*

- (a) **Provision shall be made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;**
- (b) **All employees required to erect, move or dismantle formwork and support work structures must be adequately trained and instructed to perform these operations safely; and**
- (c) All formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site;
- (d) If, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately

3. *Excavation work*

The contractor shall:

- (a) take suitable and sufficient steps in order to prevent, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- (b) not require or allow any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where the sides of the excavation are sloped to at least the maximum angle of repose of the material to be excavated;

- (c) take steps to ensure that the shoring or bracing contemplated in (b) is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;
- (d) ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of any person unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- (e) provide convenient and safe means of access to every excavation in which persons are required to work and such access shall not be further than 6 m from the point where any worker within the excavation is working;
- (f) have every excavation, including all bracing and shoring, inspected:
 - (1) daily, prior to each shift;
 - (2) after every blasting operation;
 - (3) after an unexpected fall of ground;
 - (4) after substantial damage to supports; and
 - (5) after rain, by a competent person in order to pronounce the safety of the excavation.
- (g) where an excavation is accessible to the public or where the safety of persons may be endangered:
 - (1) adequately protect the excavation by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - (2) provide warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor;
- (h) place warning signs next to an excavation within which persons are working or carrying out inspections or tests.

4. Demolition work

- (a) The contractor shall not require or allow any person to work under unsupported overhanging material, which has not been adequately supported, shored or braced;
- (b) The contractor shall ensure that no material is dropped to any point, falling outside the exterior walls of the structure, unless the area is effectively protected.
- (c) Where the risk assessment indicates the presence of asbestos or lead, the contractor shall ensure that all asbestos-related work is conducted in accordance with the Asbestos Regulations promulgated by Government Notice No.R.155 of 10 February 2002, as amended, and that all lead-related work is conducted in accordance with the provisions of the, Lead Regulations promulgated by Government Notice No.R.236 of 28 February 2002, as amended.

5. Suspended platforms

- (a) The contractor shall not use or allow the use of a suspended platform, unless the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
- (b) The contractor shall ensure that each person on a suspended platform is provided with and wears a safety harness as a fall prevention device which must at all times, be attached to the suspended platform or to the anchorage points on the structure whilst on the suspended platform;
- (c) The contractor shall ensure that all employees required to work or to be supported on a suspended platform are physically and psychologically fit to work safely in such an environment by being in possession of a medical certificate of fitness;

6. *Material hoists*

- (a) The contractor shall not require or allow any person to operate such a hoist, unless the person is competent in the operation thereof.
- (b) The contractor shall not require or allow any person to ride on a material hoist.

7. *Batch plants*

- (1) The contractor shall ensure that all persons authorised to operate the batch plant are fully:**
 - (a) aware of all the dangers involved in the operation thereof; and**
 - (b) conversant with the precautionary measures to be taken in the interest of health and safety.**
- (2) No person supervising or operating a batch plant shall authorise any other person to operate the plant, unless such person is competent to operate such machinery.
- (3) A contractor shall ensure that all batch plants are operated and supervised by a competent person who has been appointed in writing.
 - (4) A contractor shall ensure that the placement and erection of a batch plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.
 - (5) A contractor shall ensure that all devices to start and stop a batch plant are provided and that these devices are—**
 - (a) placed in an easily accessible position; and**
 - (b) constructed in such a manner as to prevent accidental starting.**
 - (6) The contractor shall ensure that the machinery and plant selected is suitable for the task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.**
 - (7) No person shall be permitted to remove or modify any guard or safety equipment relating to a batch plant, unless authorised to do so by the appointed person as contemplated in sub-regulation (1).**

8. *Cranes*

The Contractor shall ensure that where tower cranes are used, that:

- (a) the tower crane operators are competent to carry out the work safely; and
- (b) the tower crane operators are physically and psychologically fit to work in such an environment by being in possession of a medical certificate of fitness.

9. *Construction vehicles and mobile plant*

- (a) The contractor shall ensure that all construction vehicles and mobile plant: are operated by workers who:
 - (1) have received appropriate training and been certified competent and been authorised to operate such machinery; and

- (2) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (b) The Contractor shall furthermore ensure that:
 - (1) no person rides or be required or allowed to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
 - (2) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
 - (3) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.
 - (4) vehicles are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include barriers.
 - (5) vehicles are inspected on daily basis prior use by a competent person and the findings of such inspection is recorded in a register.

10. Electrical installations and machinery on construction sites

- (a) The contractor shall ensure that: before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- (b) in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- (c) All temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site; and
- (d) The control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.

11. Use and temporary storage of flammable liquids on construction sites

- (a) The Contractor shall ensure that::
 - (1) where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that would not cause fire or explosion hazards, and that the workplace is effectively ventilated. Where the workplace cannot effectively be ventilated:
 - (i) every employee involved must be provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
 - (ii) steps must be taken to ensure that every such employee, while using or applying flammable liquids, uses the apparatus supplied to him or her;
- (b) no person smokes in any place in which flammable liquid is used or stored, and the contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting smoking;
- (c) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognised symbolic signs.

12. *Fire precautions on construction sites*

The contractor shall ensure that smoking is prohibited and notices in this regard are prominently displayed in all places containing combustible or flammable materials.

13. *Construction welfare facilities*

(a) The contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:

- (1) at least one shower facility for every 15 workers;
- (2) at least one sanitary facility for every 30 workers;
- (3) changing facilities for each sex; and
- (4) sheltered eating areas.

(b) The contractor shall also ensure that:

- (1) no horseplay between employees or aggressive or threatening behaviour by anybody is allowed on site;
- (2) workers shall wear appropriate protective clothing for particular tasks, including protective eyewear, gloves, boots, ear protection, masks, etc. Workers shall not be allowed to wear loose clothes or footwear;
- (3) workers executing tasks in manholes for sewer and stormwater systems shall be made aware of the existence of hazardous gasses in closed areas, and shall be issued with masks as necessary. Only specialists shall be allowed to work in gas-filled chambers;
- (4) blasting must be done by specialists in accordance with the Explosives Act;
- (5) workers shall not be allowed to make open fires on any part of the site, unless in designated areas approved by the health and safety manager;
- (6) no vehicle or equipment shall be operated on site if it produces noise above 90 decibels measured at a distance of 10 m from the unit;
- (7) adequate signage shall be used on site to indicate:
 - non-smoking areas on the site;
 - safety exits / emergency exits from buildings under construction;
 - stairs (temporary and permanent works);
 - toilets
 - fire fighting equipment;
 - fire assembly points;
 - fire escapes;
 - overhead works;
 - areas where members of the public are not allowed; and
 - first aid facilities;
- (8) Visitors to the site shall only be allowed to enter the site by pre-determined procedures, including safety induction training. Records of visitors shall be kept in the health and safety files.

ANNEXURE 2:

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

THIS AGREEMENT made between:
(hereinafter referred to as "the Employer") of the one part, herein represented by :

.....
in his capacity as

AND:

(hereinafter referred to as "the Mandatory") of the other part, herein represented by :

.....
in his capacity as

and being duly authorised to act as Mandatory on behalf of the Contractor;

WHEREAS the Employer is desirous that certain works be constructed, viz (contract No.)
(title)

and has accepted a tender by the Mandatory for the construction, completion and defects correction of such works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this Contract.
2. This Agreement shall hold good from its commencement date, which shall be the date on which the site is handed over to the Mandatory by an order in writing from the Engineer, to either:
 - (a) the date of the final certificate issued in terms of clause 52(1) of the General Conditions of Contract 2004 (hereinafter referred to as "the GCC"), as applicable to this Contract, or
 - (b) the date of termination of the contract in terms of clause 55 or clause 56 of the GCC.
3. The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8: General duties of Employers to their employees;
 - (ii) Section 9: General duties of Employers and self-employed persons to persons other than employees;
 - (iii) Section 37: Acts or omissions by employees or mandataries; and
 - (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.

- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
4. In addition to the requirements of Clause 36 of the General Conditions of Contract and all relevant requirements of the Contract, the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.
5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

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

At for and on behalf of the **EMPLOYER** on this the
.....day of..... 20....

SIGNATURE:

CAPACITY:

WITNESSES:

SIGNATURES: (1) (2)

NAMES: (1) (2)

At for and on behalf of the **MANDATARY** on this the
.....day of.....20....

SIGNATURE:

CAPACITY:

WITNESSES:

SIGNATURES: (1) (2)

NAMES: (1) (2)

ANNEXURE 3

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993 , CONSTRUCTION REGULATIONS 2003

*[This form must be completed and forwarded, prior to commencement of work on site, by all
Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of
the Department of Labour]*

1. (a) Name and postal address of Contractor:
.....
(b) Name and tel. no of Contractor's contact person:
.....
2. Contractor's compensation registration number:
3. (a) Name and postal address of client:
.....
(b) Name and telephone number of client's contact person or agent:.....
.....
4. (a) Name and postal address of designer(s) for the project:
.....
(b) Name and telephone number of designer's contact person:
.....
5. Name and telephone number of Contractor's construction supervisor on site appointed
in terms of regulation 6(1):
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms
of regulation 6(2):
7. Exact physical address of the construction site or site office:
.....
8. Nature of the construction work:
.....
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:
.....
.....

SIGNED BY:

CONTRACTOR:..... DATE:.....

CLIENT:..... DATE:.....

ANNEXURE 4

**OCCUPATIONAL HEALTH AND SAFETY
SPECIFICATIONS FOR COVID-19
FOR
MHLONTLO LOCAL MUNICIPALITY**



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Part 1:

1.1 INTRODUCTION TO ADDENDUM

CORONA VIRUS OUTBREAK

On March 11, 2020, the World Health Organization (WHO) declared that an outbreak of the viral disease COVID19 – first identified in December 2019 in Wuhan, China – had reached the level of a global pandemic. Citing concerns with “the alarming levels of spread and severity,” the WHO called for governments to take urgent and aggressive action to stop the spread of the virus.

The regulations seek to ensure that we, as a country, implement appropriate measures to contain the outbreak of COVID-19. These measures have far-reaching implications for employers.

On March 15, 2020, the Minister of Co-Operative Governance and Traditional Affairs, designated under Section 3 of the Disaster Management Act, 2002 (act No.57 of 2002), published in Government Gazette No. 43096 the Regulations, setting out the necessary steps to prevent an escalation of the disaster or to alleviate, contain and minimise the effects of the disaster.

Furthermore, the Department of Employment and Labour has appealed to employers to use the prescriptions of the Occupational Health and Safety (OHS) Act of 1993 in governing workplaces in relation to Coronavirus Disease 2019 COVID–19.

The Department wishes to appeal to employers who have not prepared for pandemic events to prepare themselves and their workers as far in advance as possible of potentially worsening outbreak conditions. The Department advises employers to “go back to basics” by conducting hazard identification and risk assessment to determine the level of risk exposure and communicate to all workers.

As of 09 March 2020, the Department of Employment and Labour identified that Corona Virus infections had spread to eight new countries – increasing to 102 countries affected worldwide.

International human rights law guarantees everyone the right to the highest attainable standard of health and obligates governments to take steps to prevent threats to public health and to provide medical care to those who need it. Human rights law also recognizes the context of serious public health threats and public emergencies

KEY REFERENCES

- Occupational Health and Safety Act No. 85 of 2003 and Regulations (as amended)
- Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)
- National Disaster Management Act No 57 of 2002 and COVID-19 Regulations
- Department of Employment and Labour: Covid-19 Guideline
- World Health Organisation (WHO)
- National Institute for Communicable Diseases (NICD) (South Africa)
- Centre for Disease Control and Prevention (CDC)

1.2 PURPOSE OF THE COVID-19 OCCUPATIONAL HEALTH & SAFETY SPECIFICATION

At this time, it is necessary for Contractors to implement a policy and protocol to manage COVID-19 in the workplace and on site.

Employers need to remain agile and flexible as this issue continues to develop. Contractors who are proactive and forward-thinking in terms of their plans for business continuity will ensure that they contain, as far as possible, any negative impact on their businesses, and spread of the virus to their employees.

The COVID-19 is an addendum to the Health & Safety Specification issued as a guideline to the Contractor, to understand the virus, to implement his policies, plans and procedures, as precautionary and vital measures on his project, and in his workplace, to ensure that the Corona Virus is not contaminated and / or spread amongst his, not limited to, workplace and employees

For this purpose, this Covid-19 Health & Safety Specification, but not limited to, requires the contractor to use it to plan, identify, compile and implement a Covid-19 plan.

No advice, approval of any document required by the PSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with this Covid-19 PSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance and Health levels

The PSHSS **highlights** the aspects to be considered, over and above the minimum requirements of current guidelines and regulations set-out by legislature, governance and organisations as listed in key references above.

Requirements may be changed should new risks or issues are identified, or proposed.

The implementation of the proposed contingency plan shall remain at review continuously, since it is an outbreak of a virus still under scientific scrutiny, and each case (of infection, symptoms or outbreak) is dealt with individually and or independently.

Any new legislation or standards that are promulgated or accepted during the contract is automatically applied to your contract and or project.

1.3 RIGHTS, ROLES & RESPONSIBILITIES INCLUDING OCCUPATIONAL HEALTH & SAFETY

The Contractor is expected to incorporate a **Care/Support Team for Covid-19** to maintain his Covid-19 plan implementation.

Whilst the 16.1 remains responsible at all times, the President of South Africa, has mandated every citizen to maintain diligence and cautious precautionary measures to “flatten the curve” of the outbreak.

On these projects, it is expected that the 16.1, 16.2, safety officer, first aider, construction work supervisor, emergency co-ordinator, SHE representatives and construction managers etc. would make up this team and they should be included in the compilation of the Covid-19 plan, and the **Health & Safety Organogram** extended to include the Covid-19 Reaction/Support Team

Every worker / Team member is identified at the front line of any outbreak response and as such are exposed to hazards that put them at risk of infection with an outbreak pathogen (in this case COVID-19).

Hazards include pathogen exposure, long working hours, psychological distress, fatigue, occupational burnout, stigma, and physical and psychological violence.

This document highlights the rights and responsibilities of all workers, including specific measures needed to protect occupational safety and health.

The mandate of these role-players is crucial, and the initial Health & Safety Specification, Contractors Plan should be taken into consideration when putting this team together, and identifying role-playing, planning and procedures etc.

The information relative to the scope of the project, the works etc. are to be considered when further instituting roles & responsibilities.

There shall be no contradictory appointments to the appointments already in place, and no infringement of anyone’s willingness or right to not participate, unless otherwise it is a “normal” requirement of the Employer to place such employee under such title/s.

No work may commence without written approval of the H&S COVID-19 plan by the client and/or SHE Agent.

Part 2:

HEALTH & SAFETY PLAN & IMPLEMENTATION REQUIREMENTS

2.1 BRIEF

The following requirements, but not limited to, are required to be considered, inclusive, part-planning and identification in the Contractors Covid-19 Health & Safety plan.

The Contractor is expected to add an addendum to his Health & Safety Plan, considering and outlying the following factors, and submit for approval.

Whilst this is a “new” virus and outbreak, it is expected that research is done (where necessary) and normal health management protocols are applied.

The Guideline from the Department of Employment & Labour refers:

“For employers who have already planned for influenza outbreaks involving many staff members, planning for COVID-19 may involve updating plans to address the specific exposure risks, sources of exposure, routes of transmission, and other unique characteristics of respiratory infections (i.e., compared to influenza virus outbreaks).”

2.2 COVID-19 POLICY

A Covid-19 Company / Site Policy is required **including the objectives** per the Health & Safety Act.

Refer: Section 7 of the Health & Safety Act

2.3 REPORTING TO WORK / ENGAGEMENT IN THE COVID-19 PANDEMIC

The outbreak focuses on a need for Employers / Contractors to implement certain controls for/when employees report to work and engage with works, or each other.

Particular measures should be put into place and or considered where possible:

These measures should include / consider:

- Engineering Controls / Alternatives
- Administrative Controls / Alternatives
- Safe Work Procedures
- Quantity of Employee Controls per activity or engagement

- Personal Protective Equipment (PPE) – Latex gloves and face masks
- Risk Level identification

Some of the controls would include alternatives or consider:

- Screening employees for risk or symptoms
- Educating employees & offering Awareness or informative training (on the corona virus)
- Isolating employees
- Isolating employees from hazardous risk areas
- Ensuring good and proper hygiene controls
- Ensuring good and proper ventilation and access to sufficient ventilation equipment
- Allowing administration to be done off-site (where technical and practically just)
- Planning and scheduling activities in such a way to minimise teams amalgamating (bricklaying vs general labour) in particular area etc i.e. minimising the number of workers on site at any given time e.g. rotation or shift work

2.4 ROLE PLAYERS TO COVID-19 POLICY & PLAN OF CONTRACTOR

With reference to item 1.3:

The Contractor should establish a care/support team which can handle the process of cross contamination and infection on-site. The team should also be available / referred for answering workers' concerns and communicating accurate media updates etc

With employees, site visitors and others coming to site from unknown origins, it is imperative that the Covid-19 plan is drafted with the identification of the care/support individuals to form this team, as these individuals will be required to avail themselves, as per the procedure put into place.

The role-players would (expected) to attend to all who report to site on arrival, make decisions to allow such individuals to proceed onto site, make decisions on those who are deemed a potential risk, identify and make decisions on those who are high risk, call upon, intervene and drive the procedure to those who are at risk or potentially-infected towards healthcare, testing and prognosis.

The role-players will also be expected to deal with issues of resources, and maintaining of resources, e.g. using a glove, then re-using a glove is not permitted. Using a glove then taking off a hand where the hand is bare and infecting then the hand is also not correct.

All these controls need monitoring by role-players.

The organogram must be re-defined and submitted, and include appointment letters for such.

2.5 RISK ASSESSMENT & RISK ASSESSMENT REVIEWS

In all Health & Safety Protocols – Risk Analysis is key.

Compiling the Covid-19 plan requires that Employers and workers should use this planning guidance to help identify risk levels in workplace settings and to determine any appropriate control measures to implement.

Planning for COVID-19 involves updating plans to address the specific exposure risks, sources of exposure, routes of transmission, and other unique characteristics of respiratory infections (i.e., compared to influenza virus outbreaks)

Covid-19 measures require that a revised risk assessment is compiled and inclusive of:

- Hazard
- Risk
- Risk to Health
- Risk to Safety
- Precautionary / Prevention Measures
- PPE listed inclusive referred in Precautionary Measures
- Risk Rating / Residual Risk

The contractor is to identify and pre-determine the risks or potential risk exposure to THIS project and thereafter deep the hazards and risks. In other words the risk assessment should be more site-specific than global-specific

The Department of Employment and Labour Guidelines also refers:

“The Department advises employers to “go back to basics” by conducting hazard identification and risk assessment to determine the level of risk exposure and communicate to all workers”.

Remember: In determining your Hazards, Risks & Control Measures – you need to achieve:

Reduce and omit infection of the Corona Virus by:

- Not spreading the Virus
- Not cross-contaminating
- Proper, Real and **Stringent** Hygiene Practices
- Proper, sufficient and correct supply, use and disposal of PPE
- Good Health Practices at home
- Sufficient, Clean and Adequate water and sanitary

Hazards include pathogen exposure, long working hours, psychological distress, fatigue, occupational burnout, stigma, and physical and psychological violence

2.6 HEALTH MANAGEMENT & MEDICALS

Health Management is crucial for the Covid-19 Disease Maintenance and Management.

Contractors must assume overall responsibility to ensure that all necessary preventive and protective measures are taken to minimize Occupational Health and Safety risks.

Contractors are to include in their Systems, at least the following, in their **Health Management Protocol** in their Covid-19 Health & Safety Plan addendum:

- Screening Process
- Isolation and Management Process (in the event of suspected or infected cases)
- Provide information, instruction and training on Occupational Hygiene & Management;
- Refresher Training on infection and contamination prevention and control (IPC); and Use, Putting on,
- Taking off and disposal of correct and identified personal protective equipment (PPE); provide adequate IPC and PPE supplies (masks, gloves, goggles, gowns, hand sanitizer, soap and water, cleaning supplies) in sufficient quantity to healthcare or other staff caring for suspected or confirmed
- Communicate health risks
- Identify a procedure for maintaining health and hygiene practices
- Monitoring & Reviewing of Health Status' of all employees daily

Health Management includes the workplace and not only the workforce. There are certain areas that shall need disinfectant or to be hygienically maintained, eg high-trafficked areas, areas where food and gatherings take place (lunch facilities) etc.

International human rights law guarantees everyone the right to the highest attainable standard of health and obligates governments to take steps to prevent threats to public health and to provide medical care to those who need it.

MEDICAL SURVEILLANCE PROGRAMME

Whilst the Construction Regulations 7(g) refers to The Contractor ensuring that all employees are fit to the specific work they perform, the Covid-19 outbreak, is identified as a threat to all on-site, and would deem any person who is infected or potentially infected, with the Corona Virus incompetent.

Medical Health Practitioner's should be provided by the O.R District Health Department to ensure proper procedures on Educational Training and Testing is done on site.

Therefore, after a global outbreak, and a National Lockdown, it is required that ALL EMPLOYEES including management would have to have a Medical Certificate of Fitness to resume or commence works on site.

The Medical Surveillance programme for Covid-19 is hereby set as follows: For this Project

- 2.6.1 If there is an Occupational Medical Examination (Annexure 3) for the employee dated within 2020, and the employee **had NO-FLU LIKE symptoms, DID NOT visit the clinic, doctor or hospital at all since Lockdown, and still does not have any symptoms (upon screening)**, then a General Practitioner (GP) Certificate of Fitness will be accepted.
- 2.6.2 If there is NO Occupational Medical Examination (Annexure 3) for the employee for THIS PROJECT, then an Annexure 3 Occupational Medical Practitioner (OMP), Annexure 3 Certificate of Fitness is required.
- 2.6.3 If there is an Occupational Medical Examination (Annexure 3) for the employee dated within 2020, and the employee **had flu like symptoms, visited the clinic, doctor or hospital just before, during and currently after lockdown**, then an Annexure 3 is renewed Annexure 3 is required from the OMP*.

*It may be that the OMP also requires a letter from the GP – It is not guaranteed.

2.7 PERSONAL PROTECTIVE EQUIPMENT [PPE]

As a normal part of Health and Safety Systems, it is a known factor that PPE is key to the prevention of most Injuries, Accidents, Diseases, Contaminations and Incidents. The Covid-19 outbreak proves this again.

Personal Protective Equipment (PPE) – while engineering and administrative controls are considered more effective in minimizing exposure to SARS-CoV-2, PPE is also be needed to prevent exposures, contamination and cross-contamination.

The PPE identification and Resource requirements should be identified and proven in the Hazard Identification and Risk Assessment (HIRA) per clause 2.5.

Although the HIRA may not conclude all the PPE, the Contractor is also to determine the same from all the requirements herein listed in the Covid-19 Health & Safety Specification

Examples of PPE include: gloves, goggles, face shields, face masks, gowns, aprons, coats, overalls, hair and shoe covers and respiratory protection, Hand Soap, Hand Sanitizer, No-touch Disposal / Waste Bins for Contaminated Waste only etc. Employers should check the NICD website regularly for updates about recommended PPE, and should also include **Health & Safety Signage and display notices**, where required

A register including the PPE for Covid-19 (not on the usual PPE Register) should be submitted with the Covid-19 Health & Safety Plan addendum.

2.8 FIRST AID / HEALTHCARE / EMERGENCY CONTINGENCY PLANNING

A First Aider is deemed competent in identifying symptoms or reactions that the Corona Virus would portray, whilst each individual case, is different.

The First Aider is therefore expected to be included in the Support/Reaction Team as noted in 1.3 and 2.4.

The First Aider / Support Team should therefore be diligent and even-more cautious to prevent and ensure no cross contamination, and no infection on-site even when applying First aid for another cause.

Whether acting as a First Aider, or a member of the Support Team, all Emergency Contingency planning should consider at least:

- Follow established Occupational Health and Safety procedures, avoid exposing others to health and safety risks and ensure participation in Employer-provided Occupational Health & Safety training;
- Stringent Hygiene Practice
- Use provided protocols to assess and treat patients;
- Treat patients with respect, compassion and dignity;
- Maintain patient confidentiality;
- Swiftly follow established public health reporting procedures of suspect and confirmed cases;
- Identify Call Centre and External Emergency Services for Covid-19
- Provide or reinforce accurate infection prevention and control and public health information, including to concerned people who have neither symptoms nor risk (i.e. other employees)
- Use and Disposal of personal protective equipment properly;
- Self-monitor for signs of illness and self-isolate or report illness to managers, if it occurs;
- advise management if they are experiencing signs of undue stress or mental health challenges that require support interventions; and
- Report to Construction Manager or appointed person any situation which they have reasonable justification to believe presents an imminent and serious danger to life or health.

The Following, but not limited to, will be required, and expected to be Displayed, and with Key Personnel:

- An isolation area / space / facility on-site including the Disinfecting Management of this Facility ON-SITE;
- External Emergency Contacts List of Facilities identified for Covid-19 Management;
- Call Centre Contacts Lists Information for the Covid-19 Hotline, Local GP, WHO, NICD, Local Dept Labour, CDC etc.
- Emergency Plan to deal with Covid-19 screening, infection, contamination including the process of all employees when one is found to be infected (its deemed an emergency).
- Inclusion of PPE Resource Plan in the Covid-19 Emergency Plan

2.9 TRAINING & AWARENESS

Training and Awareness of the Covid-19 Addendum to your approved Health & Safety Plan is crucial, and part of the Implementation of the Contractors System.

Employees need to be informed and education with accurate information. Knowledge is Power.

The Contractor is to outline Safe Work Procedures pertaining to the compiled system to manage and alleviate the Covid-19 disease.

- What is Covid-19 and Disease Information
- Role Players
- Hazards and Risks to Covid-19
- Hygiene Management & Practice
- Infection Prevention and Control (IPC) measures
- Safe Working Systems (working apart etc)
- Emergency Protocols
- PPE Use and Disposal
- Employee Benefits or Non-Benefits (Remuneration, UIF Claims, Compensation Claims etc) Zero-Tolerance Policies towards workplace violence and harassment, etc

The Contractors manual or safe work procedure sheets inclusive, but not limited to, the above should be attached to the Covid-19 plan.

2.10 REPORTING, RECORDING AND DOCUMENT SYSTEM OF COVID-19 PLAN

The Contractor is required to record all systems implemented, controlled and handled.

The Contractor shall record all screening processes, hygiene maintenance, medical reports, suspected and infected cases etc.

The Contractor shall amend, where applicable, and add, where applicable, suitably designed registers for the additional systems, protocols and resources needed to be recorded.

The contractor shall include Covid-19 matters in his monthly report including statistics.

2.11 SUB-CONTRACTOR / SUPPLIER MANAGEMENT

The Contractor is to review his Sub-Contractor Management plan, and sub-contractor plans.

The Contractor shall ensure that his Sub-contractors and suppliers have sufficient systems on their own part to address items within this Health & Safety Covid-19 Specification, and to ensure that they do not contaminate or infect employees or facilities at this project

The Health & Safety Officer, who is deemed to be part of the Support Team, should ensure that all necessary protocols are followed, and that the Principal Contractor and Sub Contractor's and or Suppliers do not contradict his own protocols and plans to control, manage and handle Covid-19

The Contractor is to produce evidence of the same.

2.12 OCCUPATIONAL DISEASES (REPORTING & RECORDING)

Whilst Covid-19 is not an Occupational Disease, it can be contracted at the workplace.

The President has identified that the Compensation Fund will make available funding to accommodate claims of Covid-19 infection.

The Contractor must identify his Procedure to identify Contraction / Contamination on-site (on duty), and his claims procedure.

The Contractor shall include the Contact Details of the Eastern Cape Rapid Response person at Department of Labour, or a claim under Illness Benefits online at www.ufiling.co.za

2.13 SAFE SITE SHUTDOWN / SUPPORT SYSTEMS

Once Lockdown is suspended, and perhaps an outbreak on site, or another Lockdown is required, or at any given interval whereby Covid-19 has demanded a close or interval, the Contractor shall ensure proper Safe Site Shutdown procedure and practice.

The Contractor is to ensure that proper systems of shutdown, lock-out and security of all is carried out, and that proper support systems are communicated and offered, where applicable and possible, to all employees, teams and surrounding communities or facilities

Support Call Centre, Support Counselling centres and so forth are to be sourced, and the information of such to be communicated. The contractor shall provide his procedure for such in his addendum of the Health & Safety plan.

No PPE disposed must be left on-site should Shutdown take place. All hazardous waste must be removed and disposed as per the procedure identified; this should also be in the Risk Assessment.

Part 3

OCCUPATIONAL HEALTH & SAFETY PLAN ADDENDUM SUBMISSION AND PENALTIES

3.1 REQUIREMENTS OF PLAN SUBMISSION

The Contractor shall identify and include, but not limited to, items herein stipulated and submit to the Client and or the Health & Safety Agent, with his Health & Safety Addendum to his safety plan, for approval.

3.2 PENALTIES TO NON-COMPLIANCE

Reference to penalties referred in the National Disaster Management Act, its regulations, and the Occupational Health & Safety Act, and its regulations (including Construction Regulations) shall apply, and it is a criminal offence to cede to Non-compliance herein.

In Addition to legislative penalties, the client may impose further penalties, including time penalties, for the noncompliance, delay to compliance and negligence of any Contractor and or his suppliers deemed to be in Non-Compliance, accordingly.

Health and Safety Consultants will be eligible to close the site and open up a case in the nearest Police Station should the Contractor do not comply with these Guidelines and Regulations.

CRITICAL ITEMS TO BE ATTENDED URGENTLY PRIOR SITE RE-OPENING

1. REVISION OF HEALTH AND SAFETY PLAN i.e. Policies, Management and Communication
2. REVISION OF HAZARD IDENTIFICATION AND RISK ASSESSMENT
3. REVISION OF SAFE WORKING PROCEDURES
4. REVISION OF HEALTH AND SAFETY BILL OF QUANTITIES FOR HEALTH AND SAFETY ON SITE
5. REVISION TO SITE VISITORS PLANS
6. SCREENING OF EMPLOYEES BEFORE GET TO WORK (CONSULT DOH)
7. PROVISION OF PERSONAL PROTECTIVE CLOTHING/EQUIPMENT (use of masks at all time by everyone on site)
8. REGULARLY USE OF SANITIZER (machinery, cars, offices etc)
9. PROVISION OF WASHING BASINS AND SOAP (to be available at all times)
10. PROVISION OF WATER (to be available at all times)
11. INDUCTION OF EMPLOYEES ON COVID-19

12. CONDUCTION OF TEMPERATURE TESTING EVERYDAY BEFORE WORK RESUMES (THERMOSTART DEVICE CAN BE ACQUIRED AT DISCHEM OR CLICKS)
13. KEEPING OF 1m TO 2m DISTANCE AT WORKPLACE AT ALL TIMES
14. KEEPING A LOW NUMBER OF EMPLOYEES ON SITE AT ALL TIMES TO AVOID OVERCROWDING (a maximum of 30 employees per project)
15. SIGNING OF SITE/VISITOR'S REGISTER AT ALL TIMES

EMERGENCY RESPONSE WILL BE AS FOLLOWS:

ORTDM DISASTER MANAGEMENT:

ORTDM DEPARTMENT OF HEALTH:

HEALTH AND SAFETY CONSULTANTS

THE CONTRACTOR:

THE WORKERS (COORDINATING TEAM)

NB/ AS PER THE INSTRUCTION OF THE PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA THE HONORABLE MR RAMAPHOSA MATAMELA CYRIL, THAT ALL SOUTH AFRICANS SHOULD AND MUST ABIDE BY THE RULES AND REGULATIONS THAT WERE AMENDED AND APPROVED UNDER THE DISASTER MANAGEMENT ACT. THE AFOREMENTIONED REQUIREMENTS THEREFORE ARE ENFORCEABLE TO ALL CONTRACTORS THAT ARE WORKING IN CONSTRUCTION WORKPLACE AND SHOULD THE CONTRACTOR DEVIATE FROM THESE REQUIREMENTS WILL RESULT TO THE SITE OR PROJECT BEING SUSPENDED OR CLOSED AND THE CONTRACTOR BE ARRESTED OR FINED AS PER DISASTER MANAGEMENT ACT.

C3.3: DRAWINGS

PART C4: SITE INFORMATION

C4. Site Information

LOCALITY PLAN

SCHEDULE OF CONTRACT DOCUMENTS

SCHEDULE OF CONTRACT DOCUMENTS

The following documents form part of this Contract:

- (i) **VOLUME 1:** The General Conditions of Contract of Works of Civil Engineering Construction 3rd Edition, 2015, which the bidder must purchase at his own cost.
- (ii) **VOLUME 2:** The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), which the bidder must purchase at his own cost.
- (iii) **VOLUME 3:** The Project Document, in which are bound the Bid Notice, Bid Rules, Special Conditions of Contract, Project Specifications, Schedule of Quantities, Form of Bid, and other documents.
- (iv) **VOLUME 4:** Set of drawings issued with Volume 3 for bid purposes (may be bound in at the back of Volume 3 or issued as a separate volume).

NOTE:

1. **SUBMISSION OF BID** – of the above documents, **only VOLUMES 3 and 4 are to be submitted.**

SCHEDULE OF QUANTITIES

[illegible]

SCHEDULE OF QUANTITIES

[illegible]

Total Carried Forward To Summary

SCHEDULE OF QUANTITIES

Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL				
14.01	Office and laboratory accommodation:				
	(a) Offices (interior floor space only)	m ²	20		
	(b) Ablution units	m ²	2		
14.02	Office and laboratory furniture:				
	(a) Chairs	No	8		
	(b) Desks, complete with drawers and locks	No	1		
14.03	Office and laboratory fittings, installations and equipment:				
	(a) Items measured by number:				
	(i) Fire extinguishers, 9,0 kg, all purposes dry powder type, complete, mounted on wall with brackets	No	1		
	(ii) Steel filing cabinets with drawers	No	1		
14.08	Services:				
	(a) Services at office and laboratories:				
	(i) Fixed costs	L/SUM	1		
	(ii) Running costs	Month	5		
B14.11	Cellular telephones				
	(a) Provision of cellular telephones	Prov Sum	1	R 4 500,00	R 4 500,00
	(b) Cost of calls in connection with contract administration for the duration of the contract, for the Engineer on site.	PC Sum	1	R 3 000,00	R 3 000,00
	(d) Handling costs and profit in respect of subitem B14.11(b)	%	3000		
B14.12	Fax/Copy Machine				
	(a) Provision of fax/copy machine	No	1		
	(b) Cost of calls in connection with contract administration	PC Sum	1	R 3 000,00	R 3 000,00
	(c) Handling cost and profit in respect of subitem B14.12 (b)	%	3000		
Total Carried Forward To Summary					

SCHEDULE OF QUANTITIES

[illegible]

SCHEDULE OF QUANTITIES

Total Carried Forward To Summary

SCHEDULE OF QUANTITIES

[illegible]

SCHEDULE OF QUANTITIES

Item	Item Description	Unit	Est. Qty.	Rate	Amount R
1800	DAYWORKS				
18,01	Personnel during normal working hours:				
	(a) Unskilled labour	h	8		
	(b) Semi-skilled labour	h	8		
	(c) Skilled labour	h	8		
	(d) Ganger	h	8		
	(e) Flagmen	h	8		
18,03	Plant: (inclusive of fuel)				
	(a) Grader (CAT 140G or similar approved)	h	8		
	(b) Dozer (CAT D7 or similar approved)	h	8		
	(c) Dozer (CAT D9 or similar approved)	h	8		
	(d) Wheel Excavator (CAT 215 or similar approved)	h	8		
	(e) Track Excavator (CAT 225 or similar approved)	h	8		
	(f) Track Excavator (CAT 235 or similar approved)	h	8		
	(g) Vibratory Roller (Bomag 212 or similar approved)	h	8		
	(h) Pedestrian Roller (Bomag BW 90 or similar approved)	h	8		
	(i) Water truck (5000 litres)	h	8		
	(j) Tipper truck 10.0m³	h	8		
	(k) Tipper truck, 5.0m³	h	8		
	(l) Backhoe TLB type (CAT 428 or equivalent)	h	8		
	(m) Dewatering pump including generators and accessories (50mm pump, 600 litres per minute)	h	8		
	(n) Compressor (air) including hoses and tools (7m³/minutes mass approximately 150cpm)	h	8		
18,05	Transport				
	(a) LDV	km	500		
	(b) Flatbed truck	km	500		
	(c) Lowbed horse and trailer	km	500		
Total Carried Forward					

SCHEDULE OF QUANTITIES

Item	Item Description	Unit	Est. Qty.
2100	DRAINS		
B21.01	Excavation for open drains:		
	(a) Excavating soft material situated within the following depth ranges below the surface level:		
	(i) 0m up to 1.5m	m³	1034
	(a) Extra over subitem 21.01 (a) excavation in intermediate material,irrespective of depth.	m³	100
	(b) Extra over subitem 21.01 (a) excavation in hard material,irrespective of depth.	m³	330
B21.20	Clearing and shaping mitre drains		
	(b) Newly constructed mitre drains	m	1600

SCHEDULE OF QUANTITIES

Item	Item Description	Unit	Est. Qty.		
2200	PREFABRICATED CULVERTS				
22,01	Excavation:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0m up to 1.5m	m³	454		
	(ii) Exceeding 1.5m and up to 3.0m	m³	45		
	(b) Extra over subitem 22.01 (a) excavation in intermediate material,irrespective of depth.	m³	45		
	(c) Extra over subitem 22.01 (a) excavation in hard material,irrespective of depth.	m³	25		
22,02	Backfilling:				
	(a) Using the excavated material	m³	120		
	(b) Using imported selected material	m³	10		
22,03	Concrete pipe culverts:				
	(c) On class C bedding:				
	(i) 600mm diameter Spigot and Socket Class 100D	m	263		
	(ii) 900mm diameter Spigot and Socket Class 100D	m	23		
B22.07	Cast in situ concrete and formwork:				
	(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish:				
	(i) Inlet structure Class 25/19	m³	84		
	(ii) Outlet structure Class 25/19	m³	84		
22,26	(d) Formwork of concrete under subitem 22.07(c) above:				
	(i) F1 surface finish to vertical formwork	m²	230		
	(ii) F2 surface finish to vertical formwork	m²	150		
	Steel reinforcement:				
	(a) Mild steel bar	t	0		Rate Only
	(b) High-tensile steel bars	t	0		Rate Only
	(c) Welded steel fabric (Ref. 395)	m²	200		
	(d) Welded steel fabric (Ref. 617)	m²	0		Rate Only
Total Carried Forward To Summary					

SCHEDULE OF QUANTITIES

Item	Item Description	Unit	Est. Qty.	Rate	Amount R
3300	MASS EARTHWORKS				
33.01	Cut and borrow to fill, including free haul up to 1.0km:				
	(a) Material in compacted layer thickness of 200mm and less:				
	(ii) Compacted to 93% of Modified AASHTO density	m³	5446		
33.03	Extra over item 33.01 for excavating and breaking down material in:				
	(a) Intermediate excavation	m³	879		
	(b) Hard excavation	m³	1759		
	(c) Boulder excavation class A	m³	180		
33.04	Cut to spoil, including free haul up to 1.0 km. Material obtained from:				
	(a) Soft excavation	m³	1809		
	(b) Intermediate excavation	m³	181		
	(c) Hard excavation	m³	153		
	(d) Boulder excavation class A	m³	0		Rate Only
33,08	Widening of cuts (extra over items 33.01 and 33.04)				
	(a) In hard material	m³	0		Rate Only
	(c) In all other materials	m³	0		Rate Only
B33,10'	Roadbed preparation and the compaction of material				
	(a) Rip in-situ roadbed to 150mm, remove oversize material shape to 3% camber and compact to 93% Modified AASTHO	m³	4259		
33,13	Finishing-off cut and fill slopes, medians and interchange areas:				
	(a) Cut slopes	m²	0		Rate Only
	(b) Fill slopes	m²	0		Rate Only
Total Carried Forward To Summary					

SCHEDULE OF QUANTITIES

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[illegible]

SCHEDULE OF QUANTITIES

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[illegible]

SCHEDULE OF QUANTITIES

[illegible]

SCHEDULE OF QUANTITIES

[illegible]

SUMMARY OF SCHEDULE OF QUANTITIES

Section	Description				Amount R
1	1200 GENERAL				
2	1300 CONTRACTOR'S ESTABLISHMENT				
3	1400 HOUSING, OFFICES AND LABORATORIES FOR THE				
4	1500 ACCOMODATION OF TRAFFIC				
5	1600 OVERHAUL				
6	1700 CLEARING AND GRUBBING				
7	1800 DAYWORKS				
8	2100 DRAINS				
9	2200 PREFABRICATED CULVERTS				
10	3100 BORROW MATERIALS				
11	3300 MASS EARTHWORKS				
12	3400 PAVEMENT LAYERS OF GRAVEL MATERIAL				
13	5100 PITCHING, STONWORK AND PROTECTION AGAINST EROSION				
14	5200 GABIONS				
15	5400 GUARDRAILS				
16	5600 ROAD SIGNS				
17	5900 FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
18	7100 CONCRETE PAVEMENTS				
19	6100 FOUNDATION FOR STRUCTURES				
20	6200 FALSEWORK, FORMWORK AND CONCRETE FINISH				
21	6300 STEEL REINFORCEMENT FOR STRUCTURES				
22	6400 CONCRETE FOR STRUCTURES				
23	6600 NO-FINES CONCRETE, JOINTS, BEARING, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND DRAINAGE FOR STRUCTURES.				
24	8100 TESTING WORKMANSHIP AND MATERIALS				
	NETT TOTAL OF TENDER				
	ALLOW 5% FOR CONTINGENCIES				
	SUB TOTAL				
	ALLOW 15% VALUE ADDED TAX				
	TOTAL AMOUNT CARRIED FORWARD TO TENDER				

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Consultant

The logo for Olon Consulting Engineers Pty Ltd features a stylized graphic of a gear or interlocking rings in black and red above the company name. The name "OLON CONSULTING" is in a large, bold, black sans-serif font, with "ENGINEERS PTY LTD" in a smaller font below it.

OLON CONSULTING ENGINEERS PTY LTD
22901 Southernwood Green Complex
Erral Spring Avenue, Southernwood,
Mthatha, 5099

Tel: 078 308 8151, Fax 086 697 5184 INFO@OLON.CO.ZA

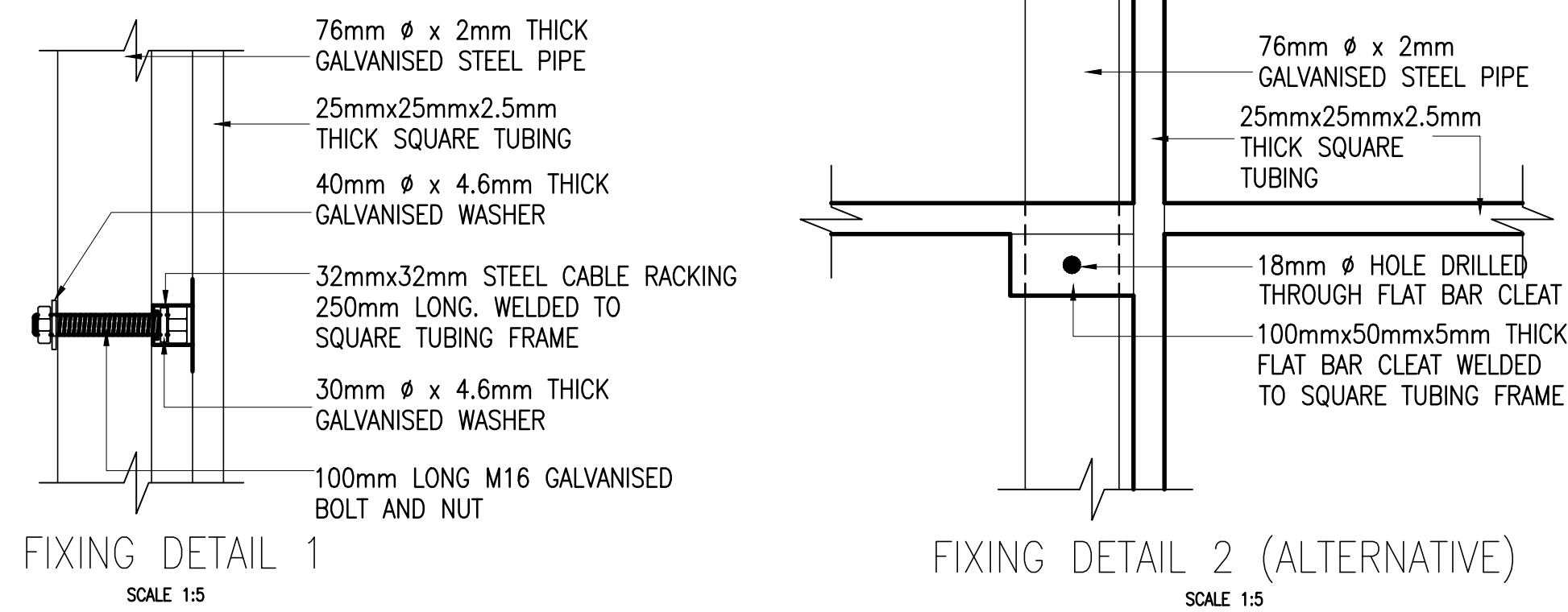
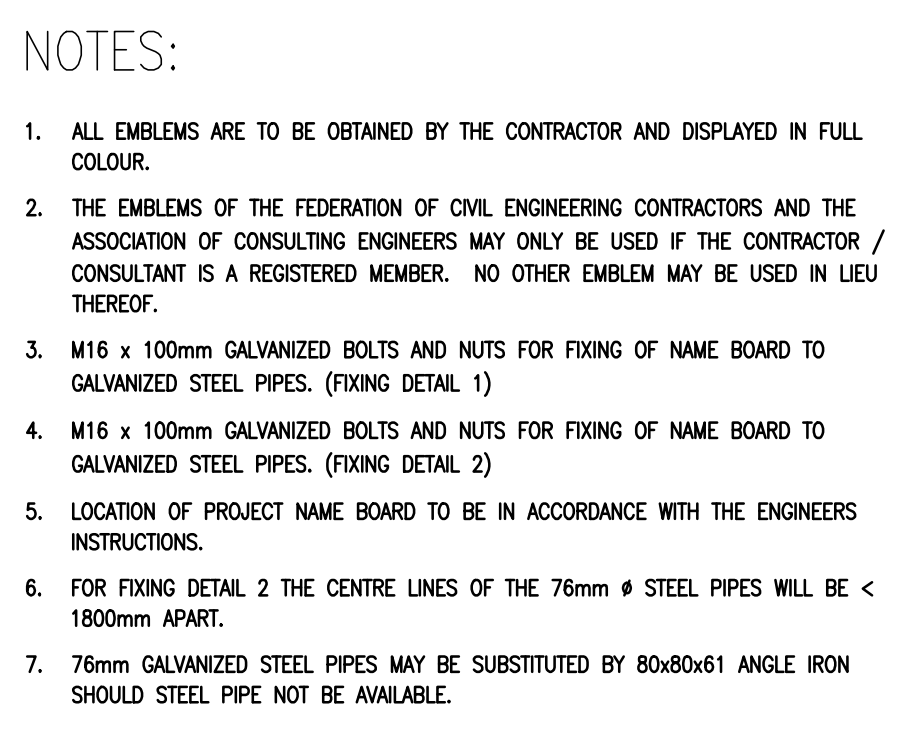
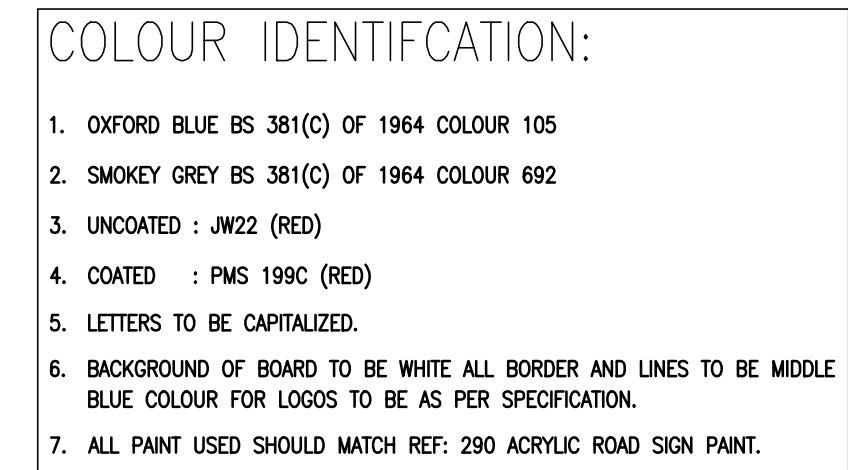
Project Title

CONSTRUCTION OF
T101-LOWER LWANDLANA
ACCESS ROAD - WARD 18

Drawing Title

PROPOSED ROADS
LAYOUT PLAN

Project number	P191003
Date	JUN-2020
Drawn by	M.T
Checked by	M.M
191003-400-01-00	
Scale	1:5000

[illegible]

Client



The image shows the official coat of arms of the Government of Karnataka, India. It features two figures, a man on the left and a woman on the right, dressed in traditional attire, holding a large banner. The banner contains the text 'KARNATAKA GOVT' at the top and 'KARNATAKA GOVT' at the bottom. The central shield is divided into four quadrants: the top-left shows a white bull (Nandi), the top-right shows a red temple gopuram (tower), the bottom-left shows a black and white checkered pattern, and the bottom-right shows a green landscape with a white temple gopuram. Above the shield is a sun with rays. Below the shield is a banner with the text 'KARNATAKA GOVT'.

Consultant

The logo for Olon Consulting Engineers Pty Ltd features a stylized gear or circular structure with red and black segments. Below the graphic, the text "OLON CONSULTING" is written in a bold, sans-serif font, with "ENGINEERS PTY LTD" in a smaller font underneath.

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Project Title	
CONSTRUCTION OF T101-LOWER LWANDLANA ACCESS ROAD - WARD 18	
Dawing Title	
PROJECT NAME BOARD	
Project number	P191003
Date	JUN-2020
Drawn by	M.T
Checked by	M.M
191003-D-01-00	
Scale	AS SHOWN



17. WIDTH TO SUIT PEDESTRIAN OR SIGHT DISTANCE REQUIREMENTS.

Scale	N.T.S
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