



## MOGALAKWENA LOCAL MUNICIPALITY

TENDER SHALL HAVE THE CIDB CLASS GRADING 7CE or HIGHER

CONTRACT NO: 20-2019/20

FOR

MAHWELERENG ROADS AND STORM-WATER

PROCUREMENT DOCUMENT

SEPTEMBER 2019

NAME OF TENDERER : .....

TENDER SUM IN FIGURES: .....

TENDER SUM IN WORDS: .....  
CARRIED TO FORM OF  
OFFER .....

ISSUED BY:

THE MUNICIPAL MANAGER  
MOGALAKWENA LOCAL MUNICIPALITY  
54 RETIEF STREET  
MOKOPANE  
0600

Tel: (015) 491 9600

Fax: (015) 491 9755

PREPARED BY:

TSHASHU CONSULTING & PROJECT MANAGEMENT  
06 HANS VAN RENSBURG STREET, SUITE NO.11  
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EXPANDED PUBLIC WORKS PROGRAMME

<b>CHECKLIST</b>		
<b>DESCRIPTION</b>	<b>*YES</b>	<b>*NO</b>
Compulsory Attendance of Site Inspection Meeting		
Power of Attorney/ JV agreement in case of JV (Attachment)		
Certificate of Authority/Letter of Authority of signatory(Attachment)		
Valid Tax Clearance attached (Attachment)		
CIDB grading (Attachment) Correct minimum grading required and not expired status		
Form of Offer Completed in figures and in words		
Document filled in with a black pen		
All pages to be initialised		
Schedule of construction plant (Attach registration papers(NATIS)licence disc or letter of intent to rent plant from accredited plant hiring firms)		
Schedule of Company Experience (Attach certified copies of appointment letters and completion certificates of previous projects)		
Key Staff and personnel (Attach organogram with CV's and certified copies of qualification certificates)		
Schedule of sub contracts (Attachment)		
Programme of works included (Attachment)		
Declaration of interest completed/All MBD forms to be completed.		
Accredited BBB-EE Certificate (Attachment) Joint BBB-EE for joint ventures or sworn-in affidavit.		
Company registration document (Attachment)		

**\*YES/\*NO mark with √**

**NB: Please note the checklist is a guide for the evaluation purposes.**

**NB: Requirement for neatness and Convenience to the Evaluation of the Tender All attachments must be bound into one document separately and submitted with Tender Document strapped together with a rubber band.**



**CONTRACT NO: 20-2019/20**

**FOR**

**MAHWELERENG ROADS AND STORM-WATER**

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**CONTRACT NO: 20-2019/20**

**FOR**

**MAHWELERENG ROADS AND STORM-WATER**

# **THE TENDER**

**PART T1 : TENDERING PROCEDURES**

**PART T2 : RETURNABLE DOCUMENTS**



## **PART T1: TENDERING PROCEDURES**

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

**CLOSING DATE & TIME: 18.10.2019 AT 10AM**

Mogalakwena Local Municipality hereby invites suitably qualified service providers to tender for the below mentioned projects.

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

The details of the project are as follows:

No:	Project Name	CIDB Grading	Tender Number	Compulsory Briefing Session	Enquiries
1	Mahwelereng Roads And Storm-Water	7CE or Higher	20-2019/20	Mogalakwena Municipality: Old Council Chamber	015 491 9671/9731/9649 supplychain@mogalakwena.gov.za

*Mogalakwena Municipality will evaluate, adjudicate and award the bids in accordance with the PPPFA of 2017*

**BID DOCUMENTS CONTAINING THE CONDITIONS OF BIDS AND REQUIREMENTS CAN BE DOWNLOADED ON E-TENDERS PUBLICATION PORTAL AT [www.etenders.gov.za](http://www.etenders.gov.za) for free and Municipality website.**

**Official and compulsory briefing meetings** will be held on 25.09.2019 at 12 pm in the old Council Chamber Building, Civic Centre, 54 Retief Street, Mokopane, 0669.

The respective project name with the project number must be clearly marked on the envelope before submission.

Complete tender documents, fully priced, signed and sealed in an envelope must be deposited in the Tender Box at Mogalakwena Municipality, 54 Retief Street, Mokopane, by no later than 18.10.2019 for the above project when all tenders received will be opened in public in the Old Council Chamber, on the Ground Floor Civic Centre.

*No late, faxed, telegraphic, emailed and telephonic tenders will be accepted. The council also reserves the right to negotiate further conditions and requirements with the successful tenderer.*

**NB\*** Service providers should take note that no bid/service will be awarded to a service provider who is not registered and valid on Web Based Central Supplier Database (CSD).

Enquiries related to this tenders must be addressed to Supply Chain Management at 015 491 9671/9731/9649/9647.

The Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or any part thereof, which may result in the acceptance of more than one tender, whichever the case may be.

**GUNQISA S - MUNICIPAL MANAGER  
54 RETIEF STREET, MOKOPANE, 0601**

## T1.2 TENDER DATA

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

The Standard Conditions of Tender makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender.

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

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

Subclause	Data
F.1.1	The employer is the Mogalakwena Local Municipality.
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p><b>THE TENDER</b></p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 40px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 40px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 40px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p><b>THE CONTRACT</b></p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 40px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 40px;">C1.2 Agreement in Terms of the Occupational Health &amp; Safety Act</p> <p style="padding-left: 40px;">C1.3 Guarantee</p> <p style="padding-left: 40px;">C1.4 Form Agreement in Terms of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.5 Appointment in Terms of Section 4 of the Mine Health Safety Act</p> <p style="padding-left: 40px;">C1.6 Mine Health and Safety Act No 29</p> <p style="padding-left: 40px;">C1.7 Agreement in Terms of the Mine Health and Safety act</p> <p style="padding-left: 40px;">C1.8 Contract Data</p> <p>Part C2: Pricing data</p>

Subclause	Data
	<p>C2.1 Pricing instructions</p> <p>C2.2 Bills of quantities</p> <p>C2.3 Summary of Bills of Quantities</p> <p>C2.4 Calculation of Tender Sum</p> <p>Part C3: Scope of work</p> <p>C3.1 Description of Works</p> <p>C3.2 Standard Specifications</p> <p>C3.3 Procurement</p> <p>C3.4 Additional Information</p> <p>Part C4: Site information</p> <p>C4.1 Site Information</p> <p>C4.2 Locality Plan</p> <p>Part C5: Drawings</p>
F 1.4	<p>The employer's agent is:</p> <p>Name: <b>Tshashu Consulting and Project Managers</b></p> <p>Address: <b>Suite 11, 06 Hans Van Rensburg, Polokwane, 0699</b></p> <p>Tel: <b>(015) 291 4365</b> Fax: <b>015 291 5392</b></p> <p>Email: <a href="mailto:admin@tsconsulting.co.za">admin@tsconsulting.co.za</a></p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>7CE or Higher</b> class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level higher than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB or can provide proof of having registered;</li> <li>2. the lead partner has a contractor grading designation in the <b>7CE or Higher</b> class of construction work; and</li> </ol>

Subclause	Data																																																
	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 <b>7CE</b> class of construction work are eligible to submit tenders.																																																
F.2.1.5	The tender offer validity period is <b>90 days</b> .																																																
F.2.10.1	The tender amount in the form of tender will be final and binding, refer to F.3.9																																																
F.2.23	<b>The tenderer is required to submit with his tenders an original Tax Clearance Certificate from the South African Revenue Services (“SARS”) certifying that the tenderer’s taxes are in order or that suitable arrangements have been made with SARS.</b>																																																
F.3.11	<p><b>Evaluation of Bid offers</b></p> <p><b>F3.11.1 General</b></p> <table border="1" data-bbox="379 860 1513 1877"> <thead> <tr> <th colspan="4" data-bbox="379 860 1513 943">A) FUNCTIONALITY</th> </tr> <tr> <th colspan="4" data-bbox="379 943 1513 1025">COMPANY EXPERIENCE AND CONTACTABLE REFERENCES (no of projects &gt; R 30.mil)</th> </tr> <tr> <th data-bbox="379 1025 842 1211">TARGETED GOALS Name reference with contact details (Previous completed Roads and Storm-water projects &gt; R 30. million value)</th> <th data-bbox="842 1025 1075 1211">MAX POINTS TO BE SCORED</th> <th data-bbox="1075 1025 1291 1211">POINTS CLAIMED BY THE TENDERER</th> <th data-bbox="1291 1025 1513 1211">POINTS ALLOCATION</th> </tr> </thead> <tbody> <tr> <td data-bbox="379 1211 842 1263">Project 1</td> <td data-bbox="842 1211 1075 1263">5</td> <td data-bbox="1075 1211 1291 1263"></td> <td data-bbox="1291 1211 1513 1263"></td> </tr> <tr> <td data-bbox="379 1263 842 1314">Project 2</td> <td data-bbox="842 1263 1075 1314">5</td> <td data-bbox="1075 1263 1291 1314"></td> <td data-bbox="1291 1263 1513 1314"></td> </tr> <tr> <td data-bbox="379 1314 842 1366">Project 3</td> <td data-bbox="842 1314 1075 1366">5</td> <td data-bbox="1075 1314 1291 1366"></td> <td data-bbox="1291 1314 1513 1366"></td> </tr> <tr> <td data-bbox="379 1366 842 1417">Project 4</td> <td data-bbox="842 1366 1075 1417">5</td> <td data-bbox="1075 1366 1291 1417"></td> <td data-bbox="1291 1366 1513 1417"></td> </tr> <tr> <td data-bbox="379 1417 842 1469"><b>Total</b></td> <td data-bbox="842 1417 1075 1469"><b>20</b></td> <td data-bbox="1075 1417 1291 1469"></td> <td data-bbox="1291 1417 1513 1469"></td> </tr> <tr> <th colspan="4" data-bbox="379 1469 1513 1552">B) COMPANY EXPERIENCE AND CONTACTABLE REFERENCES (value of projects)</th> </tr> <tr> <th data-bbox="379 1552 842 1738">TARGETED GOALS Name reference with contact details (Any Civil Engineering projects)</th> <th data-bbox="842 1552 1075 1738">MAX POINTS TO BE SCORED</th> <th data-bbox="1075 1552 1291 1738">POINTS CLAIMED BY THE TENDERER</th> <th data-bbox="1291 1552 1513 1738">POINTS ALLOCATION</th> </tr> <tr> <td data-bbox="379 1738 842 1821">Completed project with value of &gt; R 40 million</td> <td data-bbox="842 1738 1075 1821">10</td> <td data-bbox="1075 1738 1291 1821"></td> <td data-bbox="1291 1738 1513 1821"></td> </tr> <tr> <td data-bbox="379 1821 842 1877"><b>Total</b></td> <td data-bbox="842 1821 1075 1877"><b>10</b></td> <td data-bbox="1075 1821 1291 1877"></td> <td data-bbox="1291 1821 1513 1877"></td> </tr> </tbody> </table> <p data-bbox="379 1877 1513 2038"><b>NB:</b> The tenderer should attach certified (not older than three months from the closing date of Bid) appointment letters, completion certificates or letters of reference stating the following as proof for having completed such project (Contract amount; contract period; proof of completion). If adequate information is not provided on the projects listed, no points will be awarded. The note is for A and B.</p>	A) FUNCTIONALITY				COMPANY EXPERIENCE AND CONTACTABLE REFERENCES (no of projects > R 30.mil)				TARGETED GOALS Name reference with contact details (Previous completed Roads and Storm-water projects > R 30. million value)	MAX POINTS TO BE SCORED	POINTS CLAIMED BY THE TENDERER	POINTS ALLOCATION	Project 1	5			Project 2	5			Project 3	5			Project 4	5			<b>Total</b>	<b>20</b>			B) COMPANY EXPERIENCE AND CONTACTABLE REFERENCES (value of projects)				TARGETED GOALS Name reference with contact details (Any Civil Engineering projects)	MAX POINTS TO BE SCORED	POINTS CLAIMED BY THE TENDERER	POINTS ALLOCATION	Completed project with value of > R 40 million	10			<b>Total</b>	<b>10</b>		
A) FUNCTIONALITY																																																	
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Completed project with value of > R 40 million	10																																																
<b>Total</b>	<b>10</b>																																																

Subclause	Data			
<b>C) FINANCIAL REFERENCES</b>				
<b>TARGETED GOALS</b>	<b>MAX POINTS TO BE SCORED</b>	<b>POINTS CLAIMED BY THE TENDERER</b>	<b>POINTS ALLOCATION</b>	
Bank rating of 'B' or Above	3			
<b>Total</b>	<b>3</b>			
<b>D) COMPULSORY EXPERIENCE AND QUALIFICATIONS OF KEY STAFF</b>				
<b>TARGETED GOALS</b>	<b>MAX POINTS TO BE SCORED</b>	<b>POINTS CLAIMED BY THE TENDERER</b>	<b>POINTS ALLOCATION</b>	
Contract Manager: 04 years in Roads and Storm-water projects	≥04 yrs = 4			
Site Agent: 3 years in Roads and Storm-water projects	≥3 yrs = 4			
Foreman: 3 years in Roads and Storm-water projects	≥3 yrs = 3			
Health and Safety Officer: 2 years in Roads and Storm-water projects	≥2. yrs = 2.5			
<b>Total</b>	<b>13.5</b>			
<p><b>NB:</b> Project organogram should be attached. Curriculum Vitae with detailed experience and contract details with contactable references should be attached to the tender document for verification by the client. Should the bidder not have the required staff the bid would not be considered for further evaluation.</p>				
<b>E) QUALIFICATIONS</b>				
<b>TARGETED GOALS</b>	<b>MAX POINTS TO BE SCORED</b>	<b>POINTS CLAIMED BY THE TENDERER</b>	<b>POINTS ALLOCATION</b>	
Contract Manager: Civil Engineering or Construction Management or Project Management (University or University of Technology)	BSc = 4 B-Tech = 4 NDip = 3			
Site Agent: Civil Engineering or Construction Management or Project Management	BSc = 4 B-Tech = 4 NDip = 3			
Foreman: Roads and Storm-water	NDip = 3			

Subclause	Data			
	projects	NQF 7 = 2 N6 = 2 N3 = 1.5 NQF 5 = 1.5 NQF 4 = 1 NQF 3 = 0.5		
	Health and Safety Officer: 5 years experience as an OHS officer in Roads and Storm-water projects	SACPCMP Reg = 2.5 NDip = 0.5		
	<b>Total</b>	<b>13.5</b>		
<b>NB: Valid, certified qualifications (not older than three months from closing date of Bid) should be attached.</b>				
<b>F) PLANT AND EQUIPMENT (Roads and Storm-water)</b>				
	<b>TARGETED GOALS</b>	<b>MAX POINTS TO BE SCORED</b>	<b>POINTS CLAIMED BY THE TENDERER</b>	<b>POINTS ALLOCATION</b>
	1. TLB	2		
	2. Excavator	4		
	3. Bomag	2		
	4. Grader	4		
	5. (Tipper Truck/s x 4)	4		
	6. Water Truck	2		
	7. Plate Compactor	2		
	<b>Total</b>	<b>20</b>		
<b>NB: Tenderers should attach certified proof of ownership certificates for the plant mentioned above if they own such plant. In case of hired plant, tenderers will be required to attach a letter of undertaking by the hiring firm indicating that they will provide the tenderer with such plant should the tenderer become a successful bidder. The hiring company should also provide proof of ownership for such plant.</b>				
<b>G) METHODOLOGY</b>				
	Activities with Timelines			2
	Detail with Critical path and Resource allocation			3
	Microsoft Project or equivalent presentation			<b>3</b>
	<b>Cashflow Estimate and Financial responsiveness</b>			
	Cashflow Projection			2
	<b>Total</b>			<b>10</b>
<b>H) LOCALITY</b>				
	<b>Locality</b>	(Attach letter from Tribal Authority / Municipal account /		

Subclause	Data		
	Lease agreement/ Any other legal document)		
	Business Location/Branch in Mogalakwena Area		10
	Business Location/Branch in Waterberg District		6
	Business Location/Branch in Limpopo Province		3
	Total		<b>10</b>
<b>SUMMARY OF POINTS FOR FUNCTIONALITY</b>			
		<b>MAX POINTS TO BE SCORED</b>	<b>POINTS CLAIMED BY THE TENDERER</b>
	A) COMPANY EXPERIENCE AND CONTACTABLE REFERENCES (no of projects > R 30 mil)	20	
	B) COMPANY EXPERIENCE AND CONTACTABLE REFERENCES (value of projects)	10	
	C) FINANCIAL REFERENCES	3	
	D) EXPERIENCE AND QUALIFICATIONS OF KEY STAFF	13.5	
	E) QUALIFICATIONS	13.5	
	F) PLANT AND EQUIPMENT (Roads and Storm-water)	20	
	G) METHODOLOGY	10	
	H) LOCALITY	10	
	<b>Total</b>	<b>100</b>	
<b>TOTAL POINTS ACHIEVABLE</b>			100
<b>MINIMUM SCORE REQUIRED FOR FURTHER EVALUATION</b>			70
<p>The procedure for evaluation of responsive tenders is 80/20 preference points system as contained in the procurement policy clause C3.3</p> <p>The financial offer will be scored using the following formula:</p> $P_s = W_1 (1 - (P_t - P_{\min} / P_{\min}))$ <p>where:</p> <p><math>P_s</math> = Points scored for functionality and price for the bid/proposal</p> <p><math>W_1</math> = (1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value up to</p>			

Subclause	Data
	<p>R 50 000 000; or</p> <p>Pt = Rand Value of tender under consideration.</p> <p>Pm = Rand Value of the lowest acceptable tender.</p> <p>Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed</p>
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</li> <li>c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.</li> </ul>
F.3.18	<p>The number of paper copies of signed contract to be provided by the Engineer is <b>Three (3)</b>.</p>
F.5.5.1	<p>The works shall be completed within two (2) consecutive financial years as envisaged by the employer, measured from commencement /site hand over date to due completion date.</p> <p>The contract will be awarded on <b>08 months</b> performance based, annual financial allocation and financial availability.</p> <p>The contracting will be performance based and the contractor will be subjected to annual performance evaluation at the end of each financial year for contract renewal.</p> <p>The availability of financial resources cannot be guaranteed by Mogalakwena Local Municipality and is also for the continuation of the contract Mogalakwena Local Municipality will reserve the right without prejudice to withdraw from any of the contracts with all rights reserved should the required financial resources not be available.</p>
	<p>Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders</p>
	<p>The tenderer must submit to the Employer, names of all management and</p>

<b>Subclause</b>	<b>Data</b>
	supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy eligibility requirements.

**MBD FORMS**

MBD 1	INVITATION TO BID.....	T.13
MBD 3.1	PRICING SCHEDULE.....	T.15
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MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	T.33
MBD 9	CERTIFICATE ON INDEPENDENT BID DETERMINATION .....	T.35

# INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALAKWENALOCALMUNICIPALITY

BID NUMBER: ..... CLOSING DATE: XXXXXXXXXX 2019 CLOSING TIME: XXXX

DESCRIPTION: Mahwelereng Roads and Storm Water

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**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**

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BID DOCUMENTS MAY BE POSTED TO:

Mogalakwena Local Municipality  
P.O. Box 34  
Mokopane  
0600  
OR

DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

Mogalakwena Local Municipality  
54 Retief Street (Corner Retief and Ruiters Str. Mokopane)  
Mokopane  
0600

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

- 1. Relevant Experience
- 2. Value for money
- 3. Capability to execute the contract
- 4. PPPFA & associated regulations

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)**

**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 ATTACHED (MBD 2)? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?  
YES/NO  
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER.....

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED.....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality / Municipal Entity:** Mogalakwena Municipality

**Department:** Finance - SCM

**Contact Person:** Maduwa PR

**Tel:** 015 491 9647

**Fax:** 086 216 4563.

**ANY REQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** S Mafoko

**Tel:** 015 491 9600

**Fax:** 015 491 9754

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

---

ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCYNO.  
 \*\*(ALL APPLICABLE TAXES INCLUDED)

---

- Required by: .....
- At: .....
- Brand and Model .....
- Country of Origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*\*Delete if not applicable*

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

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

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

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

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

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

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

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

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



**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

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

1 Are you by law required to prepare annual financial statements for auditing? **YES / NO**

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

.....  
.....

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**

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

2.2 If yes, provide particulars.

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

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

3.1 If yes, furnish particulars

.....  
.....

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

4.1 If yes, furnish particulars

.....  
.....

**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

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

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 exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 90/10. Preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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:

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

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 or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

**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		NO	
-----	--	----	--

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

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

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	√	√
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		
<b>OR</b>		
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
  - Supplier
  - 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 .....

.....

.....

**MBD 7.1**

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

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

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted.

My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions

developing on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE:	.....

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

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.  
 SIGNED AT .....ON.....  
 NAME (PRINT) .....  
 SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

WITNESSES

1. ....

2. ....

DATE .....

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....

DATE: .....

**CONTRACT FORM - RENDERING OF SERVICES  
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number ..... dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE:.....

**CONTRACT FORM - SALE OF GOODS/WORKS**

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

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

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
  - Invitation to bid;
  - Tax clearance certificate;
  - Pricing schedule(s);
  - Declaration of interest;
  - Declaration of Bidder's past SCM practices;
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I undertake to make payment for the goods/works as specified in the bidding documents.

6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

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

**CONTRACT FORM - SALE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).

2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

2. ....

DATE .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audialterampartem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the 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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding 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 Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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 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.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **PART T2: LIST OF RETURNABLE DOCUMENTS**

The tenderer must also complete the following returnable documents:

T2.1	RETURNABLE SCHEDULES FOR TENDER EVALUATION.....	T.38
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION .....	T.61
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT.....	T.64
T2.4	FORMS TO BE COMPLETED BY CONTRACTOR APPOINTED .....	T.69

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

T2.1 A	CERTIFICATE OF AUTHORITY .....	T.38
T2.1 B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING .....	T.42
T2.1 C	SCHEDULE OF PROPOSED SUBCONTRACTORS .....	T.43
T2.1 D	SCHEDULE OF THE TENDERER'S EXPERIENCE .....	T.44
T2.1 E	RECORD OF ADDENDA TO TENDER DOCUMENTS .....	T.45
T2.1 F	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER .....	T.46
T2.1 G	CERTIFICATE OF NON-COLLUSIVE TENDER .....	T.47
T2.1 H	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003.....	T.49
T2.1 I	REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME .....	T.50
RDP1(E)	SCHEDULE OF LABOUR CONTENT .....	T.53
RDP2(E)	EMPLOYMENT OF ABE'S.....	T.54
RDP3(E)	HDI EQUITY IN PROJECT .....	T.55
RDP4(E)	HDI SUPERVISORY STAFF.....	T.56
RDP5(E)	ABE DECLARATION AFFIDAVIT .....	T.58
SBD2	TAX CLEARANCE REQUIREMENTS.....	T.59



**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs.....(*name*), authorised signatory of the company .....(*company name*), acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No..... and any other contract resulting from it on our behalf.

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

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

**D. Certificate for sole proprietor**

I, .....(*name*), hereby confirm that I am the sole owner of the business trading as.....(*company name*)

As Witness:

1.....(*signature*).

.....(*signature*)

Signature: Sole owner

2.....(*signature*)

.....

Date

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as.....(*company name*) hereby authorise Mr/Mrs.....(*name*)

Acting in the capacity of.....(*designation*), to sign all documents in connection with the tender for Contract No: and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

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

This is to certify that

.....(Tenderer)

of

.....

.....(address)

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

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

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

Particulars of person(s) attending the meeting:

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

Capacity.....

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

Capacity.....

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

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

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

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

<p>We notify you that it is our intention to employ the following subcontractors for work in this contract.</p> <p>If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.</p>			
	<b>Name and address of proposed Subcontractor</b>	<b>Company Registration Number &amp; CIDB Classification</b>	<b>Description of Work to be executed by Subcontractor</b>
1.			
2.			
3.			
4.			
5.			

NOTES:

- 1) ATTACH PROJECT CERTIFICATE OF COMPLETION FOR COMPLETED PROJECTS
- 2) ATTACH APPOINTMENT LETTER FOR PROJECTS THAT ARE NOT YET COMPLETE
- 3) MAXIMUM OF 30% WILL BE SUBCONTRACTED

Signed.....

Date.....

Name.....

Position.....

Tenderer.....



**T2.1 E 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:

	<b>Date</b>	<b>Title of Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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

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

Tenderer.....



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

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

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

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

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

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

SIGNED ON BEHALF OF TENDERER: .....

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

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

We certify that this is a bona fide tender.

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

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

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

SIGNED ON BEHALF OF TENDERER: .....

**T2.1 H COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993  
AND CONSTRUCTION REGULATIONS, 2003**

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

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

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

**Note to tenderer:**

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

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

### **K1 General**

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

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

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

### **K2 Definitions**

#### **K2.1 Contract Participation Goal (CPG)**

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

#### **K2.2 Affirmable Business Enterprise (ABE)**

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

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

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

K2.3 “Historically Disadvantaged Individuals (HDIs)” means all South African Citizens

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

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

K2.4 Target values

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

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

Labour Maximisation : 15%  
ABE support : 10%

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

HDI Supervisory Staff : 50%

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

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

### **K3 Contract Participation Performance (CPP)**

K3.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of the Preferential Procurement Point System Policy.

#### **K3.2 Monitoring of CPG**

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

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

### **K4 Training**

Skills and Occupational Health and Safety training will be offered.

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

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

The specified target value is 15%

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

**Notes to Tenderer:**

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

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

**RDP2(E) EMPLOYMENT OF ABE’S**

Target values of work to be executed by and goods & services to be procured from ABEs shall be 10%.

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

**Notes to tenderer:**

1. Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed under Form T2.1 K, item K2.4.
2. Tenderers shall insert “unknown” if an SMME/PDI has not been selected prior to tender closing date.
3. The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF ON THE TENDERER .....

**RDP3(E) HDI EQUITY IN PROJECT**

The tenderer shall complete the table below.

<b>Company Name (In Case of Joint Venture, all JV Partner Names)</b>	<b>Other HDI Equity Share %</b>	<b>Female Equity Share %</b>	<b>Total HDI Equity Share %</b>

**Notes to tenderer:**

The tenderer may be required to provide audited proof of equity distribution. In the case of public listed companies the ratios of equity shareholding are to be replaced by the ratio of HDI and female representative at directorship level.

SIGNED ON BEHALF OF THE TENDERER .....

**RDP4(E) HDI SUPERVISORY STAFF**

The minimum value of HDI supervisory staff expressed as a percentage of the total number of staff be 50%. Refer Form T2.1 K, item 2.4(b).

It is proposed to employ the following salaried personnel on this contract as supervisory staff:

**(Note: The Curriculum Vitae of each staff member proposed to be attached to Section T2.3 A)**

Staff Category	Number per Category	HDI Status (Yes or No)
<b>TOTALS</b>		

HDI as percentage of total ..... %

The tenderer shall submit a signed copy of his management proposal, providing a clear statement of his understanding and approach to execute the work, using the headings and sub-headings listed as follows:

- (a) Personnel
  - Curriculum vitae (not longer than one A4 page) is required for each person as follows, indicating the relevant experience,
    - (i) Contract manager
      - contract management experience
      - water projects experience
    - (ii) Site agent
      - contract management experience
      - water projects experience
      - community liaison experience

- (b) Management of site
  - (i) access to resources (number of personnel and equipment available in the company)
  - (ii) quality assurance plan
  - (iii) site management systems
  - (iv) organizational structure (provide head office and site organogram, indicating personnel required in terms of the specifications, and percentage time of personnel allocated to the site)
  
- (c) SMME support
  - (i) financial and managerial
  - (ii) equipment and tools
  - (iii) procurement of materials
  - (iv) assistance with tenders

**Notes to tenderer:**

- 1. If personnel are hourly paid they cannot be classified as supervisory staff, regardless the nature of their duties.**
- 2. The tenderer may be required to provide audited proof that the stated personnel are salaried members of staff or contracted on a monthly fee.**
- 3. Examples of relevant personnel are: Site agent, assistant site agent, senior materials technician, senior surveyors and clerks.**

SIGNED ON BEHALF OF THE TENDERER .....

**RDP5(E) ABE DECLARATION AFFIDAVIT**

It is understood and agreed that should this contract be awarded to me an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER .....

**An example of the SMME/PDI Declaration Affidavit is given in Annexure C5.1.**

## **SBD2 TAX CLEARANCE REQUIREMENTS**

### **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 six (6) 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.



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

T2.2 A FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES..... T.62  
T2.2 B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION.T.63

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

**1. FINANCIAL STATEMENTS**

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

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

I/We furnish the following information:

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

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

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

DATE: .....

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

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as a Category CE

Or

- Written proof of his application to the CIDB for registration as a contractor in the category listed above.

Or

The tenderer shall provide the following details of his registration with the Construction Industry Development Board, as well as a printed copy of the Active Contractor's Listing off the CIDB website ([www.cidb.org.za](http://www.cidb.org.za))

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

Note:

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

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

T2.3 A	ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL.	T.65
T2.3 B	PROJECT PROGRAMME AND METHOD STATEMENT .....	T.66
T2.3 C	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE.....	T.67
T2.3 D	RATES FOR SPECIAL MATERIALS .....	T.68

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

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

**T2.3 B PROJECT PROGRAMME AND METHOD STATEMENT**

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

This programme is to be supported by a method statement indicating the tenderer's proposed work plan for the construction of the works.

SIGNED ON BEHALF OF TENDERER:.....

**Note to Tenderer**

**If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the bill of quantities for the alternative proposal.**

**T2.3 C SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

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

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

SIGNED ON BEHALF OF TENDERER: .....



**T2.4 FORMS TO BE COMPLETED BY CONTRACTOR APPOINTED**

T.2.4.1	RETENTION MONEY GUARANTEE PROFORMA.....	T.70
T.2.4.2	EXAMPLE OF ABE DECLARATION AFFIDAVIT.....	T.72
T.2.4.3	FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT .....	T.75
T.2.4.4	FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT ..	T.76
T.2.4.5	FORM RDP 11(E) : GENERIC TRAINING REPORT .....	T.77
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**T.2.4.1 RETENTION MONEY GUARANTEE PROFORMA**

**EXAMPLE**

.....Department  
.....  
.....  
.....

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

**Notes to Tenderer**

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

**CONTRACT NO. 31-2016/17**

**FOR**

**MAHWELERENG ROADS AND STORMWATER PROJECT**

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

Registration No .....

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

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

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

.....

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

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

1. Each demand shall be in writing and delivered to us at ..... or such other address as we shall in writing notify to you.
2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
3. Our aggregate liability under this guarantee is limited to ..... (R.....) and is restricted to payment of monies only.

- 4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor.
- 5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at .....for and on behalf of .....  
on this the . ..... day of ..... in the year .....

GUARANTOR: .....

AS WITNESS:

1. ....	2. ....
NAME(Print): .....	NAME(Print): .....
ADDRESS .....	ADDRESS .....
.....	.....
.....	.....

**T.2.4.2 EXAMPLE OF ABE DECLARATION AFFIDAVIT**

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

1. Name of firm : .....
- Postal address : .....
- Telephone no. : .....Fax no .....
- Contact person : .....
- VAT registration no. : .....
2. Type of firm (tick as appropriate)
  - Partnership.....
  - One person business/sole trader.....
  - Close corporation: registration no.....
  - Date of registration.....
  - Company: registration no.....
  - Pty Ltd: registration no.....
3. Principal Business Activities :.....
4. Service/work to be performed on this contract: .....
5. Participation in this contract
  - as a Sub-contractor Yes/No
  - in a Joint Venture Yes/No
  - with main contractor Yes/No
  - with a sub-contractor Yes/No
6. List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

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

PROJECT AND WORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS

**Notes to tenderer:**

Under column 1 state the assignment or contract (eg. Contract XYZ0123): Construction of rural roads) and follow this with the work carried out (eg. construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

**8. Declaration**

I, .....,  
being duly authorised to sign on behalf of the firm, affirm that the PDI equity in this  
business is as stated above and that the information furnished is true and correct.

Signature .....

Name (print) .....

Date .....

Signed on behalf of (print name) .....

Address .....

.....

Telephone no. ....

Commissioner of Oath .....

Date .....

**Note: In the case of A Company a certificate of authority for signatory must be provided.**













# THE CONTRACT

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

**PART C1: AGREEMENT AND CONTRACT DATA**

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

**Offer**

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

**Contract Number: 31-2016/17**

**MAHWELERENG ROADS AND STORMWATER**

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

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

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE) – MAHWELERENG ROADS AND STORMWATER**

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

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

Signature(s) .....  
Name(s) .....  
Capacity .....  
for the tenderer .....  
*(Name and address of organization)*

Name of witness.....  
Signature ..... Date .....

## Acceptance

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

The terms of the contract are contained in:

PART C1 .....Agreements and contract data,  
(which includes this agreement)

PART C2 .....Pricing data

PART C3 .....Scope of work

PART C4 .....Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto 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, which must be signed by the authorised representative(s) of both parties.

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

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

Signature(s) .....	.....
Name(s) .....	.....
Capacity .....	.....
for the Employer.....	.....
(Name and address or organization)	
Name of witness .....	.....
Signature .....	Date: .....

**\*\*\*\*For official use only**

**Schedule of Deviations**

Item	Deviation Details

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or 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 Contractor:**

Signature(s) .....

Name(s) .....

Capacity .....

.....  
(Name and address of organization)

Name of witness .....

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

<p><b>For the Employer:</b></p> <p>Signature(s) .....</p> <p>Name(s) .....</p> <p>Capacity .....</p> <p>..... (Name and address of organization)</p> <p>Name of witness .....</p> <p>Signature ..... Date: .....</p>	
--	--

**C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)**

THIS AGREEMENT made at .....(*place*) on this the ..... day of .....(*month*) in the year..... between Mogalakwena Local Municipality (hereinafter called "the Employer") on the one part, herein represented by .....(*name*) in his capacity as .....(*designation*) and delegate of the Employer and..... (hereinafter called "the Principal Contractor") of the other part, herein represented by .....in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, viz **MAHWELERENG ROADS AND STORMWATER** and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2003);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
  - a) the date of the final certificate issued in terms of clause 6.1 of the General Conditions of Contract for Construction Works 2015 (3<sup>rd</sup> Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
  - b) the date of termination of the contract in terms of clauses 9.1, 9.2 or 9.3 of the GCC 2015.
3. The Principal Contractor 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 mandatories and
    - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
    - v) Construction Regulations 2003, and other safety regulations, as applicable.
  - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to all his sub-contractors.
4. The Principal Contractor is responsible for the compliance with the Act by all his sub-contractors, whether or not selected and/or approved by the employer.
5. The Principal Contractor warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
- a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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

<hr/>	
SIGNED FOR AND ON BEHALF OF THE EMPLOYER	
NAME OF WITNESS 1.....	2 .....
SIGNATURE 1.....	2 .....

**\*\*\*\*For official use only**

<hr/>	
SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR	

NAME OF WITNESS 1..... 2 .....

SIGNATURE 1..... 2 .....

**C1.3 GUARANTEE**

**The Municipal Manager  
Mogalakwena Local Municipality  
54 Retief Street  
Mogalakwena, 0601**

**CONTRACT NO: 31-2016/17**

I/We, the undersigned, .....  
.....

acting herein in my/our capacity as.....  
..... and as such  
duly authorized to represent.....

(Hereinafter referred to as "the Guarantor") (in the case of a Company a resolution to be attached) do hereby bind the said Guarantor for the obligations of..... (hereinafter referred to as "the Contractor") in terms of the above-mentioned Contract between the Municipal Manager, of Mogalakwena Local Municipality and the said Contractor, and/or for the refund by the Contractor of any excess payments to the Contractor not due and which cannot be recovered from the amount of the retention money to the credit of the Contractor in terms of Clauses 6.2 of the General Conditions of Contract 2015, and do further bind the Guarantor as surety and co-principal debtor with the Contractor for any other amounts which may become payable to the said Municipal Manager from any cause whatsoever arising from the insolvency of the Contractor.

The Guarantor's liability in terms hereof shall be limited to the sum of R ..... ((..... %) of the contract amount) which amount I/we agree to hold at your disposal.

I/we declare that I/we on behalf of the Guarantor am/are fully acquainted with the terms and conditions of the said contract

and the Guarantor undertakes to pay the said amount of R .....  
or such portion thereof as may be demanded immediately on receipt of a written  
demand from you in terms of Clause 6.2 of the General Conditions of Contract 2015.  
A certificate under your hand shall be sufficient and satisfactory evidence as to the  
amount of the Guarantor's liability for the purpose of enabling provisional sentence or  
any similar relief to be obtained against the Guarantor.

It is recorded that this guarantee shall remain in force until all moneys which might  
become due and payable by the Contractor to the Municipal Manager have been  
paid and you or the said Municipal Manager shall always be entitled without your or  
the Municipal Manager 's rights being affected, to release securities, to give time, to  
compound or to make any other arrangements with the Contractor, and any  
alteration or variation of the said Contract shall in no way release the Guarantor from  
liability in terms of this Guarantee.

This Guarantee is neither negotiable nor transferable, and must be surrendered to  
the Guarantor in the event of the full amount of the Guarantee being paid to your  
Agency.

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of  
Clause 5.14 of the General Conditions of Contract 2015.

SIGNED at .....(place) on this .....(day) day  
of .....(month) 20.....

AS WITNESSES:

1. ....

GUARANTOR

2. ....

ADDRESS:.....

.....

.....

STAMP DUTY AND ENDORSEMENT

STAMP DUTY WILL BE REQUIRED AS SHOWN BELOW

(i) GUARANTEE PROVIDED BY BANK

Five (5) cents for every R100.00 or part thereof

Maximum Duty R20.00 item 20(1) of Schedule 1 of Stamp Duties Act, 1968

(Act 77 of 1968)

(ii) GUARANTEE PROVIDED BY INSURANCE COMPANY

No duty

The document constitutes a policy of insurance under the Insurance Act, 1943

(Act 27 of 1943)

ENDORSEMENT

In all cases the Deed of Suretyship must be inscribed with the number of the guarantee of policy, as applicable.

**C1.4 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)**

THIS AGREEMENT made at .....(place) on this the .....(day) day of .....(month) in the year 20..... between the **Mogalakwena Local Municipality** (hereinafter) called “the Employer”) of the one part, herein represented by .....(name) in his capacity as .....(designation) and delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 and ..... in his capacity as ..... and being duly authorised by virtue of a resolution appended hereto as

Annexure A:

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Contractor shall himself obtain the Mining Authorisation for the sites.
2. The Contractor shall assume responsibility for the Environmental Management Programmes (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract.
3. The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract.
4. This Agreement shall hold good from the date on which the Mining

Authorisation is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991.

5. Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Engineer regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16 of the General Conditions of Contract (2015).
6. The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended.
7. The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.

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

SIGNED ON BEHALF OF THE EMPLOYER .....	
AS WITNESS:	
1. ....	2. ....
NAME(Print): .....	NAME(Print): .....

**\*\*\*\*For official use only**

SIGNED ON BEHALF OF THE CONTRACTOR .....

AS WITNESS:

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

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

**C1.5 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)**

I, .....(name) in my capacity as .....(designation) of the Employer, **The Mogalakwena Local Municipality** who is the owner of the Mine(s) state name(s) or state "to be worked under the requirements of the above mentioned, hereby appoint .....(name) in his capacity as .....(designation). of the Contractor to perform all functions entrusted to the Employer by Sections 2 and 3 of the Act, as amended

SIGNED: .....

DATE: .....

WITNESS: 1..... 2.....

NAME(Print):1..... 2.....

**\*\*\*\*For official use only**

I hereby accept the above appointment

SIGNED :

.....

DATE: .....

WITNESS: 1..... 2.....

NAME (Print): .....1. ....2.

**Note to tenderer:**

**The person appointed by the Employer in terms of Section 4 of the above Act, as amended, having accepted the appointment, is required under Section 3 of the Act as amended to appoint one or more Managers to be responsible for the day to day management and operation of the mine. The form of appointment, completed and signed, shall be submitted by the successful tenderer for the approval of the Employer before the Contract is signed.**

I,..... having been appointed in terms of Section 4 of the Act, as amended to perform all functions entrusted to the Employer by Sections 2 and 3 of the act, as amended, hereby appoint ..... in his capacity as ..... of the Contractor.....as Manager, who, in terms of Section 3 of the Act, as amended, will be responsible for the day to day management and operation of the mine(s).

SIGNED: .....

DATE: .....

WITNESS: 1..... 2.....

NAME(Print):1..... 2.....

I hereby accept the above appointment:

SIGNED: .....

DATE: .....

WITNESS: 1..... 2.....

NAME(Print):1..... 2.....

**C1.6 MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT No. 72 OF 1997**

**DEFINITIONS:**

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- (a) “used as a noun-
  - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
  - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
  - (iii) a works; and
- b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
  - a) whether that substance is in solid, liquid or gaseous form;
  - b) that occurs natural in or on the earth, in or under water or in tailings, and
  - c) that has been formed by or subjected to a geological process.

“processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning

“works” means any place, excluding a mine, where any person carries

out-

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or
- b) Training at any central rescue station, or

- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed in this paragraph.

**C1.7 AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT,  
(ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND  
SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)**

THIS AGREEMENT made at .....on this the  
.....day of .....in the year..... between  
.....MUNICIPALITY (hereinafter) called “the Employer”) of the  
one part, herein represented by .....in his capacity  
as.....and delegate of the Employer in terms of the  
Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of  
1998 and .....in his capacity as  
..... and being duly authorised by virtue of a  
resolution appended hereto as a resolution appended hereto as Annexure A:

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The contractor shall obtain the Mining Authorisation for the particular site where mining activities, as defined in the Mine Health and Safety Act, No. 29 of 1996 as amended, are to be conducted.
2. The contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the site and shall ensure that the site is rehabilitated at the conclusion of the contract.
3. The contractor declares himself to be conversant with:
  - a) all the requirements, regulations and standards of the Act, together with its amendments.
  - b) the procedures and safety rules of the Employer as pertaining to the Contractor and to all his sub-contractors.
4. The contractor is responsible for the compliance with the Act and its amendments by all his subcontractors, whether or not selected and/or approved by the Employer.

SIGNED ON BEHALF OF THE EMPLOYER .....

AS WITNESS:

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

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

**\*\*\*\*For official use only**

SIGNED ON BEHALF OF THE CONTRACTOR .....

AS WITNESS:

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

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

**C1.8 CONTRACT DATA****C1.8.1 Contract Specific Data**

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering. (GCC).

**Section 1: Data provided by the Employer**

<b>Clause</b>	
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.1.15	The Employer is the <b>Mogalakwena Local Municipality</b>
1.1.1.15	The Mogalakwena Local Municipality Engineer is <b>Ms Lebitsi Setsiba</b>
1.1.1.16	The Engineer representing the Consultant (Tshashu Consulting and Project Managers) is <b>Mr. P.D Neluheni</b>
1.2.1	The employer's address for receipt of communication is: <b>Tel: (015) 491 9600 Fax: (015) 491 9755</b> Telephone: <b>(015) 491 9600</b> Facsimile: <b>(015) 491 9755</b> Address: <b>54 Retief Street, Mokopane, 0601</b>
1.2.1	The engineer's address for receipt of communication is: Telephone: <b>(015) 291 4365</b> Facsimile: <b>(015) 291 5392</b> e-mail: <b>admin@tsconsulting.co.za</b> Address: <b>Suite 11, 06 Hans Van Rensburg Street, Polokwane, 0699</b>
3.1.1	The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer::- 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval from Mogalakwena Local Municipality for the utilization of any Contingencies 5. Approval of penalties
4.3	The Health and Safety Plan shall be delivered and approved before the site hand-over/commencement date.
5.3.1.	The Works are to be commenced within fourteen (14) Days of the Commencement Date taken as Date of Site Hand-over.
5.5.1	The Works shall be completed within <b>08 months</b> as envisaged by the employer, measured from commencement/site hand-over date to due completion date.

Clause																					
5.6	The Works programme is to be delivered within fourteen (14) days of the Commencement Date taken as Date of Site Hand-over																				
5.8.1	The special non-working days are all designated public holidays (including all foreseeable statutory declared election days), Saturdays and Sundays.																				
5.13.1	The penalty for delay is <b>R5000</b> per calendar day or part thereof.																				
5.14.5.2	The Defects Liability Period is twelve ( <b>12</b> ) calendar months after the date of the final certificate of completion.																				
5.16.3	The latent defect liability period is 10 years after the date of the final approval certificate																				
6.2.1.	The Guarantee is to contain the <b>same wording</b> as indicated in the document included as C1.3 under returnable documents																				
6.2.1.	The amount of the Guarantee is to be <b>10%</b> surety of the Contract Price.																				
6.5.1.2.3	Daywork allowances as tendered in Section 1800 of the Bill of Quantities: Materials at cost plus 15%.																				
6.8.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of “x” is 0,150 The values of the co-efficients are:</p> $(1 - x) \left[ \frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$ <p>The rates in the project are Fixed: Estimate less than R10 000 000 or a contract period of not more than 6 months. CPA : Not Applicable.</p> <p>Projects predominantly:</p> <table border="0" data-bbox="464 1541 1458 1742"> <thead> <tr> <th></th> <th>New Road Construction</th> <th>Rehabilitation</th> <th>Concrete Work (major structures only)</th> </tr> </thead> <tbody> <tr> <td>a =</td> <td>0,20</td> <td>0,20</td> <td>0,15</td> </tr> <tr> <td>b =</td> <td>0,40</td> <td>0,35</td> <td>0,20</td> </tr> <tr> <td>c =</td> <td>0,25</td> <td>0,35</td> <td>0,55</td> </tr> <tr> <td>d =</td> <td>0,15</td> <td>0,10</td> <td>0,10</td> </tr> </tbody> </table> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area nearest to the Site as specified by the Engineer in the Appendix to the Tender and as published in the Statistical News Release, P0141, Table 7.1 (previously P0141.1 Table 21) of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant Index” as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.</p>		New Road Construction	Rehabilitation	Concrete Work (major structures only)	a =	0,20	0,20	0,15	b =	0,40	0,35	0,20	c =	0,25	0,35	0,55	d =	0,15	0,10	0,10
	New Road Construction	Rehabilitation	Concrete Work (major structures only)																		
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b =	0,40	0,35	0,20																		
c =	0,25	0,35	0,55																		
d =	0,15	0,10	0,10																		

Clause	
	<p>“M” is the “Materials Index” and shall be the “Civil Engineering Materials Index” as published in the Statistical News Release P0142.1, Table 11 (previously P0142.1 Table 15) of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the “Diesel at wholesale level – Coast/Witwatersrand Index” as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site <b>is Mokopane.</b></p> <p>The base month is <b>June 2019.</b> (<i>the month prior to the month in which the closing date of the tender falls</i>)</p>
6.8.3	<p>The following are special materials: Bitumen binder extracted from petroleum based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.</p> <p>The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 6.8.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).</p>
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10% of the certified work done (including VAT).
6.10.3	The limit of retention money is 10% of the certified work done (including VAT).
6.10.3	<b>A Retention Money Guarantee is compulsory. A penalty will be applied for non-delivery of the Retention Money Guarantee as required.</b>
8.6.1	The amount to be included in the sum insured to cover the value of:
8.6.1.1.2	a) Materials supplied by the employer for incorporation into the works is

<b>Clause</b>	
	R nil.
8.6.1.1.3	b) Professional fees not included in the Contract Price is R nil.
8.6.1.2	The following additional and varied insurances are required: CAR& SASRIA.
8.6.1.3	The Limit of the liability insurance required should not be less than the contract amount.
9.2.1.3.2	Clause 9.2.1.3.2 is replaced by the following “Has failed to submit documentation or to commence the Works in terms of Clause 5.3.2, or has suspended the progress of the Works for fourteen (14) consecutive days after receiving from the Engineer written notice to proceed,”
10.5.1/2	Disputes are to be referred to a standing ad-hoc adjudication
10.7	Disputes are to be referred for final settlement to <b>arbitration</b> .
	Time within which payment to contractor for works done must be made: <b>30 days</b> after measurement of Works by the Engineer.
	All labourers to be paid the sum of <b>R140.25 per working day</b>
	Interest to be paid by Client on delayed payment: <b>Prime interest rate</b>

## Section 2: Data provided by the Contractor

<b>Clause</b>	
1.1.8	The contractor is .....(name)
1.2	The contractor’s address for receipt of communication is: Telephone.....Facsimile:..... e-mail:..... Postal Address:.....
37.2.2.3	The percentage allowances to cover all charges for the contractor’s and subcontractor’s profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is 10%.
42.1	The Works shall be completed within <b>(08) Eight months</b> as proposed by the client.

Clause	
46.3	The rate for special materials, exclusive of Value Added Tax is to be completed in <b>Schedule T2.3 D</b> .
	Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict
	The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.
	The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a> ), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.

## **C1.8.2 VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT**

The following amendments of the General Conditions of Contract 2015 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

### **1. DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS**

Add the following sub-clause:

**“1.1.25 Letter of Acceptance** means the letter from the Employer stating that the Contract has been awarded to the Contractor.”

**1.1.25 Selected sub-contractor** shall mean a sub-contractor selected in terms of clause 6 of the GCC.

### **2. ENGINEER AND ENGINEER’S REPRESENTATIVE**

#### **2.2 Engineer to consult with contractor and Employer**

Replace the word “Engineer” in the last sentence with the word “Employer”.

Add the following:

#### **“2.10 Authority of the Employer**

Notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should he deem it necessary, to amend any certificate, direction, decision or valuation of the Engineer and to issue a new one, and such certificate, direction, decision or valuation shall for the purpose of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.”

### **4. BASIS OF CONTRACT**

Change the number of clauses 4.2 to 4.5 to read 4.3 to 4.6.

Add the following:

#### **“4.2 Contractor deemed to have inspected the Site**

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,

- (d) the means of access to the Site and the Accommodation he may require and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained.”

#### **4.3 Contractor’s liability for his own design errors**

In the first line insert “and Temporary” between “Permanent” and “Works”.

#### **4.6 Compliance with Applicable Laws**

Amend subclause 4.6.2 to “Health and Safety”.

Add the following:

##### **4.6(3) Occupational Health and Safety Act**

The Contractor shall enter into and execute an Agreement as provided for under Section 37 (2) of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993). The Agreement shall be in the form included elsewhere in this document.

##### **4.6(4) Mining Authorisation**

The Contractor shall obtain the Mining Authorisation for all sites where mining activities, as defined in the Mine Health and Safety Act, number 29 of 1996 as amended, are to be conducted.

##### **4.6(5) Environmental Management Programme**

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract.”

Add the following:

#### **“4.7 Extent of Contractor’ obligations**

The Contractor shall, save in so far as it is legally or physically impossible,

- (a) design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and
- (b) provide all superintendence, labour, materials, Constructional Plant, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.
- (c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Constructional Plant stated on the prescribed form in the Tender Documents, or Constructional Plant equivalent thereto, are on the site when required.”

## **6. SUBCONTRACTING**

Add the following subclauses:

### **“6.7 Continuing obligation extending beyond date of completion of the work**

In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.

### **6.8 Convert the subcontract**

If the contract shall have been cancelled in terms of clause 55, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

- (a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and
- (b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.”

## **11. ACCESS TO THE SITE**

### **11.1.2 Add the following to clause 5.4**

“Should these be insufficient for the needs and requirements of the work, the Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, including attorneys and client costs, charges and expenses arising in respect thereof.”

## **30. REMOVAL OF CONSTRUCTION EQUIPMENT**

Add the following: sub clauses:

**“30.2 Preclude seizure of constructional plant**

In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the contract, or be recovered at law from the Contractor by the Employer.

**30.3 Constructional plant brought to the site by the subcontractor**

When entering into any subcontract agreement for the execution of any part of the works, the Contractor shall incorporate in such subcontract agreement, by reference or otherwise, the provisions of this clause in respect of constructional plant brought to the site by the subcontractor.”

**32. CARE OF THE WORKS**

32.3.4 Delete the wording of subclause 32.3.4 and replace this clause with the following:

32.3.4 “Risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering and it is stipulated in the contract that the Contractor is to effect insurance against these risks.”

**37.2 Daywork**

37.2.2 In the first line, after the word "schedule" insert the words "and for items not included in the daywork schedule".

**45. PROVISIONAL AND PRIME COST SUMS**

45.1.2.1.1 In the first line after the word "sums" insert “excluding VAT”

45.1.2.1.2 In the fourth line after the word "amount" insert “excluding VAT”

**49 INTERIM PAYMENTS**

**49.4 Employer’s obligation to pay**

Add the following new paragraph:

“The Employer reserves the right to refuse payment of an interim certificate the value of which is less than the minimum value stated in C1.8.1 Section 1: Data provided by the Employer.”

**50 VARIATIONS EXCEEDING 15%**

In the last paragraph, first line, replace "(if any)" with "(based on the amount by which such additions or deductions shall be in excess of 30 % of the Tender Sum)"

Add the following subclause:

**"50.1.7 Variations exceeding 30% per cent**

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 39 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5 % of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 30 % from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30 %, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor."

**55 TERMINATION BY EMPLOYER**

55.1.3 Delete "with due diligence" and replace with "at a rate laid down in his approved programme or, otherwise, with due diligence".

55.1.6 Add the following to the end of the existing wording:

"has failed to expel a subcontractor after having been instructed to do so in terms of sub-clause 6.4, or"

**56. CANCELLATION BY CONTRACTOR**

Delete the wording of subclause 56.1.1.2 and replace this clause with the following:

56.1.1.2 "Failing to pay the contractor the amount due in terms of any payment certificate issued by the engineer, provided that such payment certificate is acceptable to the employer and further more subject to the provision of sub-clause 2.8, within the time of payment provided in the contract, or."

**58. SETTLEMENT OF DISPUTES**

58.1.1 Add to the end of the first paragraph the words "with the exception that the Engineer's decision on the true intent and meaning of drawings shall be final and binding."

## **PART C2: PRICING DATA**

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C2.2	BILL OF QUANTITIES .....	C34
C2.3	SUMMARY OF BILL OF QUANTITIES .....	C34
C2.4	CALCULATION OF TENDER SUM .....	C34

**C2.1 PRICING INSTRUCTIONS**

1. This Schedule of Quantities form part of the Contract Documents and is to be read in conjunction with the General Conditions of Contract, the Specifications and the Drawings.
2. The rates and prices to be inserted in this Schedule of Quantities shall be the full inclusive value of the work described in the Specification and shown on the Drawings, including all costs, expenses and profits which may be required in and for the supply, delivery and construction of the Works together with all general risks, liabilities and obligations set forth or implied in the documents on which the tender is to be based. Value added tax must be excluded in all rates and prices and provided for as a lump sum in the summary of the Schedule of Quantities.
3. A rate and/or price must be entered against each item in the Schedule of Quantities which is being offered by the Tenderers, whether quantities are stated or not. Items against which no price is entered will be considered as covered by the other prices or rates in the Schedule of Quantities.
4. All items will be measured net or as described in the Specification, and no allowances has been or will be made for waste or over break.
5. The quantities of work and materials in the Schedule of Quantities are not to be considered as limiting or extending the amount of work to be done and materials to be supplied by the Contract, who must satisfy himself in respect of those quantities.
6. General directions and descriptions of work and materials given in the Specification on are not repeated in the Schedule of Quantities. Reference must be made to the documents in question for this information.
7. In the case of any discrepancies between the tendered unit rates and the extended totals, the unit rate will be accepted as correct.
8. Should there be any doubt or obscurity as the meaning of any particular item, the Tendered must obtain an explanation of it in writing from the Engineer. No claims for extras arising from any such doubt or obscurity will be admitted after delivery of the tender.
9. The short description of the payment items in the Schedule of Quantities are given to identify the items and to provide specific details. Reference shall inter-alia be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of the work entailed under each item.
10. Abbreviations in the Schedule of Quantities shall have the following meaning :

mm	=	millimetre
m	=	linear metre
m <sup>2</sup>	=	square metre
m <sup>3</sup>	=	cubic metre
km	=	kilometre
t	=	ton

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m <sup>3</sup> - km	=	cubic metre kilometre
ha	=	hectare
/	=	litre
kg	=	kilogram
No	=	Number of items
pr	=	pair
Sum	=	Full payment for the item described
Provisional	=	Item only to be supplied on request by the Engineer in writing
PC sum	=	prime cost sum
LIC	=	labour intensive construction

11. References must be made to clause 48 of the conditions of contract regarding provisions sums and prime cost sums.
12. Item numbers in the Schedule of Quantities suffixed by the letter “L” shall denote a payment item in respect of work which is required to be executed by labour intensive construction methods, whilst item numbers without the suffix “L” shall denote that the item applies to work not required to be executed by labour intensive construction methods.
13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a deviation from the contract. The items marked with the letters ‘LI’ are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
14. Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.
15. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment.

**C2.2 BILL OF QUANTITIES**

**SCHEDULE A: ROAD CONSTRUCTION**

**C2.3 SUMMARY OF BILL OF QUANTITIES .....**

**C2.4 CALCULATION OF TENDER SUM .....**

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## PART A - GENERAL

### 3.1 DESCRIPTION OF WORKS (PART A)

#### C.3.1.1 SCOPE

This section provides the description of the project and the general requirements for executing the work.

The employer's objectives are to deliver public infrastructure using labour intensive methods in accordance with EPWP Guidelines

The main objective of this project is to provide easy and reliable access for busses, taxis, delivery vehicles to the area and the Mahwelereng of Township.

The project scope of work is as follows:

- Relocation of services
- Clearing and grubbing of the streets reserve
- Construction of layer works (5.2km) – roadbed, selected, sub-base and base
- Stabilization of layer works (5.2km) - sub-base
- Surfacing with 80mm interlocking paving blocks (3.985km)
- Surfacing with 30mm Continuously Graded Hot-mix Asphalt (1.215km)
- Installation of kerbs and Concrete edge beams (5.2km)
- Storm-water drainage (2.5km)
- Grouted Stone pitching (850m)
- Sub soil drainage (200m)
- Road marking and road signs (5.2km)
- Construction of 5 concrete drifts
- Construction of 14 speed-humps

Below is a list of the street names with the surfacing that will be used.

Project Name	Street Number	Street Name	Street Length	Block Paving / Asphalt
Mahwelereng Roads and Storm-water				
	1	Jabulani Street	0.165 km	80mm Block Paving
	2	Small Street	0.280 km	80mm Block Paving
	3	Refilwe Street	0.408 km	80mm Block Paving
	4	Phadima Street	0.580 km	80mm Block Paving
	5	Noko Street	0.599 km	80mm Block Paving
	6	Tau Street	0.480 km	80mm Block Paving

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	7	Boledi Street	0.327 km	80mm Block Paving
	8	Kana Street	0.412 km	80mm Block Paving
	9	Bethabile Street	0.230 km	80mm Block Paving
	10	Lebatong Street	0.200 km	80mm Block Paving
	11	Phuti Street	0.150 km	80mm Block Paving
	12	Kwena Street	0.155 km	80mm Block Paving
	13	Thabang Street	0.480 km	30mm Asphalt
	14	ZCC Street	0.735 km	30mm Asphalt
		<b>TOTAL</b>	<b>5.200 km</b>	

The scope of the work for this contract is for the contractor to primarily have a management role, as it is a requirement of the contract for the targeted amount of the scheduled work under the operational section to be sublet to SMME. Only SMME who are registered with the Construction Industry Development Board with a contractor grading designation of **7CE or HIGHER**, will be eligible to undertake the targeted operational work. The Contractor is required to provide sustainable work opportunities for SMME. In addition, the Contractor is required to provide assistance to the SMME in the form of financial support for the procurement of goods and services, and provide training, guidance and mentoring.

### C3.1.2 LOCATION OF WORKS

#### Location of Site

The proposed project is located in the township of Mahwelereng, 7km outside of Mokopane town.

The coordinate positions of the settlement are: 24° 9'13.45" S and 28°59'8.60" E.

### C3.1.4 TIME FOR COMPLETION

The duration of this project is **(08) Eight months**.

**C3.1.5 LABOUR REGULATIONS****A27 Payment for the labour-intensive component of the works**

Payment for works identified in clause 2.3 “the Extent of the Project” in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

**A28 Applicable labour laws**

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

**A29 Introduction**

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

**A29.2 In this document –**

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

- (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

**A30 Terms of Work**

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

**A31 Normal Hours of Work**

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

**A32 Meal Breaks**

- A32.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- A32.2 An employer and worker may agree on longer meal breaks.
- A32.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- A32.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

**A33 Special Conditions for Security Guards**

- A33.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- A33.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

**A34 Daily Rest Period**

Every worker is entitled to a daily rest period of at least eight consecutive hours.

The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**A35 Weekly Rest Period**

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

**A36 Work on Sundays and Public Holidays**

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

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

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

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

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

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

**A37 Sick Leave**

A37.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

A37.2 A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.

A37.3 A worker may accumulate a maximum of twelve days’ sick leave in a year.

A37.4 Accumulated sick-leave may not be transferred from one contract to another contract.

A37.5 An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.

A37.6 An employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.

A37.7 An employer must pay a worker sick pay on the worker’s usual payday.

A37.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

A37.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

A37.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

**A38 Maternity Leave**

A38.1 A worker may take up to four consecutive months' unpaid maternity leave.

A38.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

A38.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

A38.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

A38.5 A worker may begin maternity leave –

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

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

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

**A39 Family responsibility leave**

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

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

**A40 Statement of Conditions**

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

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

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

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

**A 41 Keeping Records**

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

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

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

**A42 Payment**

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

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

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

- A42.4 A time-rated worker will be paid at the end of each month.
- A42.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- A42.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- A42.7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
  - (b) the numbers of tasks completed or hours worked;
  - (c) the worker's earnings;
  - (d) any money deducted from the payment;
  - (e) the actual amount paid to the worker.
- A42.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- A42.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

**A43 Deductions**

- A43.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- A43.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- A43.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- A43.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
  - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (c) pay the employer or any other person for having been employed.

**A44 Health and Safety**

A44.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

A44.2 A worker must–

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

**A45 Compensation for Injuries and Diseases**

A45.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

A45.2 A worker must report any work-related injury or occupational disease to their employer or manager.

A45.3 The employer must report the accident or disease to the Compensation Commissioner.

A45.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**A46 Termination**

A46.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

A46.2 A worker will not receive severance pay on termination.

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

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

A46.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a

position becomes available for the balance of the 24-month period.

**A47 Certificate of Service**

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

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

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

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

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

**A49 Provision of Hand tools**

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

**A50 Reporting**

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

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

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

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

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

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

**A51 Use of local Workers for LI designated activities**

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

**A52 Competencies of LI Management and Supervisory staff**

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

**A53 Requirement for Sourcing and engagement of Labour**

Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

The rate of pay set for the EPWP is R ..... per task or per day.

© Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.
- d) The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- (e) The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
  - a) where the head of the household has less than a primary school education;
  - b) that have less than one full time person earning an income;

- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

**A54      Employment demographics**

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

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

**3.2 ENGINEERING**

**C3.2.1 Drawings**

Drawings are bound at the back of this document. A drawing list is included in with the document.

**C3.2.2 Drawings, Operation and Maintenance Manuals**

All information in possession of the Contractor that is required by the Engineers Representative in order to complete the As-built drawings and to prepare a completion report for the Employer must be submitted to the Engineers Representative before a certificate of Practical Completion will be issued for the Works. Similarly, the Contractor will be required to submit full details of all pipes, valves and special in suitable loose bound format, including any special operational and maintenance procedures related thereto, for incorporation in the overall operation and maintenance manual for the Scheme prior to the issue of a Certificate of Completion of the Works.

Only figured dimensions on the drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is so instructed by the Engineer in writing. The Engineer will upon written request provide any dimensions that may have been omitted from the Drawings.

### 3.3 GENERIC LABOUR-INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below is the same as SANS 1921-5, Construction and management requirement for works contracts- Part 5: Earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

#### SCOPE

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) Trenches having a depth of less than 1.5 metres
- b) storm-water drainage
- c) low-volume roads and sidewalks

#### PRECEDENCE

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

#### HAND EXCAVATEABLE MATERIAL

Hand excavateable material is material:

- a) Granular materials:
  - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
  - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b) Cohesive materials:
  - i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
  - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

### 3.4 STANDARD SPECIFICATION

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

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

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

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

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

- (c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.
- (d) Latest **Sabita Manual**, Manual 25 entitled "*Quality Management in the Handling and Transport of Bituminous Binders*".

### 3.5 PART B: PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

#### PART B (1): GENERAL CONDITIONS OF CONTRACT REFERRED TO IN THE STANDARD SPECIFICATIONS

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2015. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

<b>Clause No. in the Standard Specifications</b>	<b>Clause No. in COLTO General Conditions</b>	<b>Equivalent Clause No. in General Conditions of Contract 2015</b>
1202	15	5.6.1
1206	14	Deleted
1209	52	6.10.2
1210	54	5.11 (5.14.2)
1212(1)	49	6.8 (6.10)
1215	45	5.12.1
1217	35	8.2.1
1303	49	6.8 (6.10)
1303	53	6.11
1303	12	5.6 (5.3)
1303	45	5.12.1
1403	40(1)	6.4.1
1505	40	6.4
31.03	40	6.4
3204(b)	40	6.4
3303(b)	2	3
5803(c)	40	6.4
5805(d)	40	6.4
6103(c)	40	6.4
Item 83.03	22	5.15
<b>ALL SECTIONS</b>	<b>48</b>	<b>6.6</b>

**PART B (2): AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS**

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

There are no amendments to the General Conditions of Contract for Construction Works (2015) as issued by the South African Institution of Civil Engineering

**PART B (3): PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS**

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

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

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

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

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

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

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

### **C.3.5.2 VARIATION AND ADDITIONS TO STANDARD AND PARTICULAR SPECIFICATIONS**

#### **MATTERS RELATING TO THE STANDARD SPECIFICATIONS**

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**1200 : GENERAL REQUIREMENTS AND PROVISIONS**

**B1202 SERVICES**

Add the following to the second paragraph:

“The Contractor shall, however, immediately inform the Employer’s Agent of any underground service which is not shown on the drawing and which he discovers during the execution of the contract.”

Add the following to the fifth paragraph:

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

Insert the following paragraph after the fifth paragraph:

“It is also a condition of this contract that the Contractor notifies the Employer’s Agent in writing at least one week in advance of the intention to search and expose any existing services. During this period the Contractor must assist the Employer’s Agent in gathering information about these services.”

**B1204 PROGRAMME OF WORK**

**(a) General requirements**

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

Insert the following before the second paragraph:

“The programme shall be updated monthly in accordance with the progress made by the contractor.”

Add the following after the third paragraph:

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

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

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

- The requirements for work to be undertaken by labourers and work to be undertaken by EC's.

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

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

**B1205 WORKMANSHIP AND QUALITY CONTROL**

Add the following to the third paragraph:

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

Add the following at the end of this clause:

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

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

Add the following:

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

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

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Employer's Agent shall be borne by the Contractor."

**B1209 PAYMENT**

**(b) Rates to be inclusive**

Contract No.:.....

Add the following:

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

**(e) Materials on the site**

Add the following:

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

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

**(g) Trade Names**

Add the following:

"Where materials are specified under trade names, rates must be based on those specified materials. Alternative materials may be submitted as alternative and the Employer's Agent may, after receipt of alternative, approve the use of equivalent materials."

**B1214 CONTRACTORS ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED**

Add the following to the last paragraph of sub-clause (d):

"These written statements shall be handed to the Employer's Agent before the final certificate will be issued. Failing to obtain these written statements from all landowners and authorities concerned, the period of maintenance will be extended including all conditions related to such an extension, until such time that all these statements are obtained.

The obtaining of any such written statements will not relieve the contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the Employer's Agent."

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

Add the following after the first paragraph of this clause:

"For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii

(critical-path method).”

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

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

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

“The value of “n” shall be taken as five (05) working days per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than five (05) working days in any calendar month, the difference between the five (05) working days and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

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

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

Rainfall records for MOKOPANE (1904-1984)

<b>MONTH</b>	<b>AVERAGE RAINFALL (mm)</b>	<b>RAIN DAYS (per month)</b>
JANUARY	91	3
FEBRUARY	72	2
MARCH	61	2
APRIL	3	1
MAY	22	0
JUNE	4	0
JULY	5	0
AUGUST	4	0
SEPTEMBER	14	1
OCTOBER	41	1
NOVEMBER	80	3
DECEMBER	91	3

**B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE**

Contract No.:.....

**CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED**

Add the following sub clause:

"(h) No concrete kerbing or concrete drains directly adjoining the bituminous surfacing shall be constructed prior to the completion of the bituminous surfacing."

**B1222 USE OF EXPLOSIVES**

Add the following sub clause:

"(h) Where blasting operations are undertaken in close proximity of temporary deviations, the contractor shall implement all such safeguarding measures as may be required and instructed by the Employer's Agent."

**B1224 THE HANDING-OVER OF THE ROAD RESERVE**

Add the following:

"The total length of the road reserve between the specified limits of construction will be handed over to the contractor on the commencement date. Reference shall, however, be made to the requirements of section 1500 of these specifications where limitations in respect of work-areas are specified. In the event of the non-adherence by the contractor in terms of the mentioned specifications, the Employer's Agent shall withdraw such sections of the road reserve as may be justified to ensure suitable progress of the works or safe passage of traffic."

**B1229 SABS CEMENT SPECIFICATIONS**

Replace the last paragraph of this clause with the following:

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

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

Part 1: Common cements.

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

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

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

Add the following new clauses:

### **B1230 IN-SERVICE AND STRUCTURED TRAINING**

The contractor shall in addition to the structured (accredited) training as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

#### **(a) Details of in-service and structured training**

Contract No.:.....

- (i) The contractor shall attach to form RDP 1(E) basic details of his proposed in-service training programme, which details shall inter alia include the following:
  - the details of training to be provided
  - the manner in which the training is to be delivered
  - the number and details of trainers to be utilised.
- (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
- (iii) The contractor shall provide on site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
  - the name of the contractor
  - the name of the employee
  - the name of the project/contract
  - the nature of the work satisfactorily executed by the worker and the time spent thereon
  - the nature and extent of training provided to the worker
  - the dates of service.

The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

**(b) Lead time for training**

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract”.

**B1231 COMMUNITY LIAISON OFFICER (CLO)****(a) Appointment**

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the Employer's Agent and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

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

The Community Liaison Officer's duties will be:

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

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

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the

period for which the duties of the liaison officer are required. The remuneration of the CLO shall be determined by the Employer in terms of the Sectorial determination 2: Civil Engineering Sector (Task grade 3).

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

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, Employer's Agent and employer at a maximum period of a six months basis, but with the option of renewal.

**B1232 SUBCONTRACTORS**

Over and above the stipulations of clause 4.4 of the General Conditions of Contract 2010, regarding subletting of part of the works, it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the consent and approval of the Employer's Agent. Subletting shall in all cases be critically considered by the Employer's Agent.

In addition to the provisions of clause 4.4 of the general conditions of contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the Employer's Agent. Subcontracting shall in all cases be critically considered by the Employer's Agent. The Employer's Agent reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

**B1233 WORKMEN'S COMPENSATION ACT**

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Deceases Act (COIDA). The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be covered by the Contractor to be deemed as included in his General Obligations rates in Section 1300 of the Bill of Quantities.

Add the following clause:

**B1234 MINE HEALTH AND SAFETY ACT 1996, ACT 29 OF 1996**

**(a) Introduction**

The main objective of this Act is to protect the health and safety of persons at mines. This specification is therefore aimed at promoting health and safety specifically at borrow pits. Borrow pits are classified as mines.

**(b) General Provisions**

The contractor shall be responsible for controlling his operations at every borrow pit where material is being excavated to ensure compliance with all the requirements of the Mine Health and Safety Act, 1996. The contractor shall also ensure that the works, shaping and finishing off of the borrow pit are done in accordance with the provisions as specified in section 3100 of the COLTO Standard Specifications and this Act. The contractor shall also comply to the requirements as set out in C3.4.3.2 Environmental Management Plan.

The minimum requirements for operations at borrow pits are:

- Borrow pits are worked in such a way that the health and safety of employees and the public will not be endangered.
- A monthly report shall be submitted to the Employer's Agent on health and safety aspects at the borrow pits.
- The contractor shall appoint a manager to manage the borrow pits in accordance with the Mine Health and Safety Act.
- The contractor shall take the necessary steps to ensure that the work area of the borrow pits are safe at all times. This shall include items such as the provision of fencing and security guards.

**(c) Duties of the Manager**

The minimum duties of the manager supervising the activities at borrow pits shall be:

- Maintain a healthy and safe borrow pit environment.
- Identify hazards and related risks to which persons and employees are exposed.
- Establish a health and safety policy that
  - o Describes the organisation of work.
  - o Contains aspects concerning the protection of the employees and other persons' health and safety.
  - o Contains a risk analysis.
- Supply and erect the necessary safety and warning signs.

Add the following pay items and change the clause number.

**B1235 MEASUREMENT AND PAYMENT**

Add the following items:

**B12.02 Payment of PSC Members**

- a) Provisional sum for the payment of PSC members Provisional Sum
- b) Handling costs and profit in respect of sub-item B12.02 a) Percentage (%)

The provisional sum shall be in full compensation to the Contractor for appointing a Liaison Officer from a reputable source. The appointment will be to the approval of the Employer’s Agent, and all media releases will be to the approval of the Employer’s Agent. The Community Liaison Officer shall be charged with the duty of the work being undertaken and the effects thereof on the community, as well as being responsible for liaisons with the local residents association, civic associations and local municipal councillors.”

**“ITEM UNIT**

**B12.03 Relocation and protection of existing services**

- a) Relocation, including lowering or raising, protection and/or repair of existing services which are not allowed for under any other items in the schedule of quantities Provisional Sum
- b) Handling costs and profit in respect of sub-item B12.03 a) Percentage (%)

The stated provisional sum is for the protection or relocation, including lowering or raising and/or repair of services if required. The stated sum or part thereof shall only be expended as ordered by the Employer’s Agent.”

**“ITEM UNIT**

**B12.04 Provision for a Community Liaison Officer**

- a) Provisional sum for the payment of the Community Liaison Officer Provisional Sum
- b) Handling costs and profit in respect of sub-item B12.01 a) Percentage (%)

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

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.01 a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer.”

**“ITEM UNIT**

**“ITEM** **UNIT**

**B12.05 Contractor's time related obligations in respect of the Occupational Health and Safety Act of the Occupational Health and Safety Act and Construction Regulations**

- |    |   |                 |
|----|---|-----------------|
| a) | Mine Health and Safety Obligations                      | Provisional Sum |
| b) | Special Information Signs                               | Percentage (%)  |
| c) | Provision for security guards                           | Provisional Sum |
| d) | Handling cost and profit in respect of sub-item B12.05a | Percentage (%)  |

The provisional sum shall be in full compensation to the Contractor for paying the Environmental specialist.

Payment under sub-item B12.15 a) shall be the actual sum paid to by the contractor to the environmental specialist to carry out monthly environmental audits on site.

The percentages shall be the percentages of the amounts actually reimbursed to the Contractor under sub-item B12.15 b) which shall include full compensation for the

**“ITEM** **UNIT**

**B12.06 Submission of the Health and Safety File** **Lump Sum**

The tendered rate shall include full compensation for all costs to provide the Health and Safety File as required.”

**“ITEM** **UNIT**

**B12.07 Provision of Environmental Management**

- |    |  |                 |
|----|--|-----------------|
| a) | Allow a Provisional sum for Basic assessment Report, EMPR for the Borrow-pits, | Provisional Sum |
| b) | Handling cost and profit in respect of sub-item B12.07 a)                      | Percentage (%)  |

A provisional sum is provided for the provision of Environmental Report, this provisional sum shall be expended as approved by the Employer’s Agent.”

**“ITEM** **UNIT**

**B12.08 Provision of Geotechnical Services**

- |    |   |                 |
|----|---|-----------------|
| a) | Allow a Provisional sum for Geotechnical Services,        | Provisional Sum |
| b) | Handling cost and profit in respect of sub-item B12.08 a) | Percentage (%)  |

A provisional sum is provided for the provision of Geotechnical Services, this provisional sum shall be expended as approved by the Employer’s Agent.”

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

**B1302 GENERAL REQUIREMENTS**

**(a) Camps, constructional plant and testing facilities**

Add the following:

"The contractor shall, at each area where work is being undertaken, provide on a daily basis at least one (1) portable chemical latrine unit per thirty (30) workers for use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the Employer's Agent. No separate payment shall be made for this requirement and shall be deemed to be included in the rates tendered for the contractor's time-related obligations."

**B1303 PAYMENT**

<b>ITEM</b>	<b>UNIT</b>
<b>B13.01 The contractor's general obligations</b>	(As specified)

Add the following after the fifth paragraph:

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

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

**1400 : HOUSING, OFFICES AND LABORATORIES FOR THE EMPLOYER'S AGENT'S SITE PERSONNEL**

**B1402 OFFICES AND LABORATORIES**

**a) General**

Add the following:

“The facilities to be provided for the Employer’s Agent in terms of these specifications shall be fenced off by a two metre high veranda type security fence with diamond mesh on the vertical portion and barbed wire on the overhang. A security gate shall be provided in the fence which shall be guarded at all times by an acceptable watchman provided by the contractor.

The Employer’s Agent’s establishment may be incorporated within the contractor’s establishment provided that the preceding requirements are met to the satisfaction of the Employer’s Agent.

Separate payment shall be made for the provision and erecting of the security fence and gate as indicated on the drawings, but the cost in respect of the provision of a watchman at all times by the contractor shall be deemed to be included in the contractor’s tendered rate for item B13.01(c).”

For this contract the office, laboratory and other buildings shall be provided complete and fully furnished as shown on the office layout drawings at the end of this **Section 1400**.

**b) Offices**

The office units shall be furnished with at least the furniture, fittings and fixtures as specified in the standard specifications and as scheduled on the office layout drawings.

**g) Ablution units**

The ablution units are shown on the layout drawing at the end of this section.

**B1404 SERVICES**

**c) Maintenance**

Add the following:

“The Contractor is required to supply soap, toilet paper, towels, cleaners and sanitary personnel, cleaning aids and refuse removal service to keep the offices, laboratories, and ablution facilities clean and tidy at all times.

The Contractor shall also keep the grounds around the offices and all access roads to these facilities, carports and surface drains, clean, neat and in a condition acceptable to the Employer’s Agent.”

**B1406 MEASUREMENT AND PAYMENT**

Replace item 14.01 with the following:

<b>“ITEM</b>	<b>UNIT</b>
<b>B14.01 Provision of site offices complete with all furniture, fittings and fixtures as specified and as scheduled on the drawings</b>	
a) Office buildings	
i) Office B: units complete (state floor area)	Number (No.)
ii) Toilet unit (TU): complete (state floor area)	Number (No.)

The unit of measurement for office units shall be the number of each type complete with all furnishings, fittings, fixtures etc. as listed on the drawings.

The tendered rate for each office unit shall include all plumbing, wiring, LP gas installation (if required), effective burglar-proofing, verandas as shown on the drawings and anything else that may be necessary for the functional operation of each unit.”

**B14.02 Office and laboratory furniture**

This item will not be measured separately as all furniture shall be included in item B14.01.

Add the following sub-item:

<b>“ITEM</b>	<b>UNIT</b>
<b>B14.02 Office and laboratory fittings, installations and equipment</b>	

Sub-items (a) and (c) shall be included in the prices tendered in Item B14.01.

- (b) Prime-costs items and items paid for in a lump sum

Amend sub-item (b) (i) to read as follows:

(i) The cost of calls in connection with contract administration and rentals as instructed by the Employer’s Agent	Prime Cost (PC) Sum
(ii) Handling cost and profit in respect of sub-item B14.02 (b) (i)	Percentage (%)
(ix) Provision of cellular telephones	
(1)Provision of cellular telephone	Number (No)
(2)Provisional sum for the costs of cellular calls and other charges	Provisional Sum
(3)Handling cost and profit in respect of sub-item B14.03 (b) (ix) (2)	Percentage (%)

The unit of measurement for sub-sub-item B14.03 (b) (ix) (1) shall be the number of cellular telephones supplied to the Employer’s Agent’s site supervisory staff. The tendered rate shall include full compensation for the purchasing of the cellular phones inclusive of any fixed

contract costs with the service provider.

Measurement and payment in respect of the provisional sum item shall be made in accordance with the provisions of the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under sub-item B.14.03 (b) (ix) (2), which shall include full compensation for the handling costs of the contractor, and the profit in connection with the payment of the cost of calls and other charges relating to the use by the Employer’s Agent s site staff of the supplied cellular telephones.”

Add the following new items:

<b>“ITEM</b>		<b>UNIT</b>
<b>B14.11</b>	<b>Provision and erection of security fencing (Including gate)</b>	metre (m)

The unit of measurement shall be the metre of security fence supplied and erected as indicated on the drawings and/or ordered by the Employer’s Agent. The tendered rate shall include full compensation for procuring and furnishing of all material, including one vehicle gate, labour and equipment required to erect the specified security fence and maintain it for the duration of the contract."

<b>“ITEM</b>		<b>UNIT</b>
<b>B14.12</b>	<b>Provision of survey equipment on site for use by Employer’s Agent (specify)</b>	<b>Lump sum</b>

The contractor shall make available the survey equipment to the Employer’s Agent for the full duration of the contract. The contractor shall insure the equipment against any loss, damage or theft and he shall indemnify the Employer’s Agent against claims in this regard.

The contractor shall maintain the equipment in a good working order and keep it clean throughout the contract period.”

<b>“ITEM</b>		<b>UNIT</b>
<b>B14.13</b>	<b>Provision of survey assistants (specify number)</b>	<b>Lump sum</b>

The contractor shall at all times make available to the Employer’s Agent the number of qualified survey assistants, with applicable experience, as indicated in the schedule of quantities.

The tendered rate shall include full compensation for all costs to provide the survey assistants as required.”

**General: Method of payment**

Add the following:

"The tendered rates under this section of the bill of quantities shall also include full compensation for the dismantling and removal from site of all offices, laboratories and other facilities provided for the Employer’s Agent 's supervisory staff at the completion of the contract."



**1500 : ACCOMMODATION OF TRAFFIC**

**B1502 GENERAL REQUIREMENTS**

**(a) Safety**

Add the following as an introductory sentence to this sub-clause:

“Traffic shall be accommodated in accordance with the South African Road Traffic Signs Manual with the least delay and discomfort to the public.”

**(b) Providing temporary deviation**

Add the following:

“The Contractor shall keep the traffic department fully informed with regard to any changes in the normal traffic flow and obtain their approval for these changes.”

**(e) Access to properties**

Add the following:

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

**(i) Traffic safety officer**

Add the following after sub-clause (viii):

“(ix) be responsible for contacting all the relevant authorities in the event of an accident on the site of the Works

(vi) arrange for the removal of broken down vehicles that obstruct the normal traffic flow

The Contractor shall provide the traffic safety officer with all the necessary resources to carry out his duties as specified, inter alia, light delivery van (LDV), personnel, warning signs and revolving amber flashing lights. A warning sign with the words “CONTRACTOR TRAFFIC CONTROL” and/or “AANNEMER VERKEERSBEHEER” in clearly legible letters shall be mounted on the vehicle at least 1,5m above ground level to be clearly visible. The vehicle shall be equipped with two revolving amber-coloured flashing lights with a minimum intensity of 55W. The flashing lights shall be switched on and the warning sign be displayed at all times when the vehicle is used on the site.

No separate payment will be made for the traffic safety officer, his vehicle, personnel and equipment and the cost thereof shall be included in the Contractor’s cost for his establishment and general obligations (Section 1300).”

Add the following new sub-clauses:

**“(j) Handing over the site**

The entire road reserves within the construction limits will be handed over to the contractor on commencement of the contract. The contractor will then be responsible for the accommodation of traffic on, and maintenance of the existing roadways used by the public, from the date of handing over to the issue of the certificate of completion. The Employer's Agent however reserves the right to adjust this arrangement should progress or safe passage of traffic warrant such a change."

**“(k) Use of the Road by the Public**

“In all dealings with the public the contractor shall bear in mind the public's right to enjoy the use of the road and that the traffic flow should be disrupted as little as possible. At all points of contact with the public, the contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.”

**“(l) Liaison with traffic authorities**

The contractor shall liaise closely with the Employer's Agent and shall keep the provincial and metropolitan traffic police fully informed with regard to any changes in the accommodation of traffic planned by the contractor due to construction activities.”

**“(m) Failure to comply with provisions for the accommodation of traffic**

“The failure or refusal of the contractor to construct and/or maintain diversions, barricades or traffic signs at the proper time or to take the proper precautions for safety and convenience of public traffic as specified or instructed by the Employer's Agent, shall be sufficient cause for suspending all work under this contract without any additional compensation to the contractor until the required construction or maintenance has been completed to the satisfaction of the Employer's Agent.”

**“(n) Extension of time for completion**

Accommodation of public traffic on the works or any delays caused thereby, or any delays as a result of suspension of work by the Employer's Agent due to non-compliance with paragraph (m) above, will not be regarded as special circumstances for the extension of time.”

**“(o) Accommodation of traffic during construction**

Accommodation of traffic and the construction of diversions shall be based on the construction programme to be submitted by the contractor and approved by the Employer's Agent. (Refer clause **B1204: Programme of work**).”

**“(p) Use of explosives in close proximity of temporary deviations**

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

**“(q) Land taken up for deviations**

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

the contractor in conjunction with the Employer's Agent and be confirmed in writing and be kept on record by the contractor."

**“(r) Maximum lengths of construction areas**

A temporary deviation, where the proposed road follows the existing route shall be constructed along the length of existing road. Traffic shall generally be accommodated as follows:

On a two-way two lane gravel deviation (Class 1) constructed partially outside or adjacent to the existing road reserve boundaries of road.

- (i) On one-way single lane gravel deviation (Class 2) constructed inside the existing road reserve boundaries and on either side of road. In this instance special cognisance shall be taken to accommodate traffic to private properties.

A maximum length of one section of approximately 5,0km or two sections of 3,0km each of deviation (Class 1 or 2) shall be operational at a time and no relieve of this limitation shall be considered by the Employer's Agent except where the programme necessitates such at the construction of bridges."

**B1503 TEMPORARY TRAFFIC CONTROL FACILITIES**

Add the following after the first paragraph:

"All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Roadworks Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)."

**(c) Road signs and barricades**

Add the following:

"Temporary warning and regulatory signs, delineators and barricades shall be of the new black, yellow and red type, in accordance with the figures and plans included in the Road Signs Manual (S.A.D.C.R.T.S.M.) November 1997.

The minimum requirements for road signs, barricades and delineators required for traffic control on the works shall be those set out in the S.A.D.C.R.T.S.M. No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met. The contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the Employer's Agent. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety."

**(d) Channelization devices and barricades**

Add the following:

“The use of steel drums as channelization devices will not be allowed on this contract. Channelization shall be effected by the use of delineators or cones as detailed in the S.A.D.C.R.T.S.M.”

**(e) Warning devices**

Add the following:

"All construction vehicles using public roads shall be fitted with approved amber flicker lights. The contractor shall provide the Employer’s Agent with two amber flicker lights for his own use when on site. All lights shall have a minimum height of 200 mm and shall be the revolving parabolic reflector type. The flicker lights shall be a mountable type for all construction vehicles and clearly visible to approaching traffic from the rear. Those provided to the Employer’s Agent shall have a magnetic base, flexible cable and a connection suitable for insertion into a standard 12 V automobile cigarette lighter socket. No separate payment will be made for any flicker lights fitted to construction vehicles and equipment or those provided to the Employer’s Agent.

Flicker lights on vehicles moving on and off the site shall not be switched on while the vehicles are being operated on unrestricted sections of the public road. The lights shall be switched on as the vehicle decelerates to enter the site and switched off immediately after a vehicle leaving the site has accelerated to the general speed of the traffic on the adjacent road.

A sign saying CONSTRUCTION VEHICLE in red lettering at least 300 mm high on a white background shall be securely and prominently fixed to the rear of all construction vehicles using public roads and shall ideally extend over the full width of the vehicle. It shall be kept clean and visible at all times. No separate payment will be made for warning signs on construction vehicles.”

Add the following additional sub-clauses:

**“(g) Cleaning of traffic cones and road signs**

All traffic cones and road signs shall be kept clean and visible at all times. All bituminous material, dirt or other foreign material shall be removed by the contractor from traffic cones and road signs or else new traffic-control facilities shall be provided at the cost of the contractor, as directed by and to the satisfaction of the Employer’s Agent.”

**“(h) Workers clothing**

All construction workers shall wear high-visibility clothing when working alongside public traffic in accordance with Roadwork Signing Chapter 13 of the S.A.D.C.R.T.S.M., Section 13.75 and figure 13.30. Three jackets as described in the Manual shall be made available to the Employer’s Agent free of charge, when on site.”

**B1514 TEMPORARY FENCING AND GATES**

Replace the contents of this clause with the following:

“Where temporary fencing is ordered by the Employer’s Agent, it shall be paid for under item 55.06 of the standard specifications. The temporary fencing shall be new fencing material, which shall subsequently be dismantled and removed and erected at an alternative position as directed by the Employer’s Agent. When ordered by the Employer’s Agent, temporary fences and gates shall be moved to new locations or either left in place or when no longer required be dismantled and removed from site if so directed. Allowance is made in the bill of quantities for moving existing fences and gates.”

Add the following clause:

**B1517 RETRO-REFLECTIVE MATERIAL**

“Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in Clause B 8118. The value of the coefficient of Retro-Reflection shall be at least 60% of the values indicated in Table B 8118/1.”

**B1518 MEASUREMENT AND PAYMENT**

Renumber item 15.01 as B15.01 and add the following:

“The tendered rate shall also include for all measures necessary to safeguard traffic on temporary deviations during blasting operations as well as all temporary traffic-control facilities for temporary deviations.”

Delete all references to half width construction under payment item 15.01. Half width construction will be measured under payment item 15.10.

Renumber item 15.03 as B15.03 and add the following:

“This sections provides only for additional traffic-control facilities as and when required on instruction by the Employer’s Agent and does not provide for facilities already included under payment item B15.01”

Add the following sub-item:

**“ITEM** **UNIT**

**B15.03 Temporary traffic control facilities**

(n) Provision of high visibility safety jackets and safety hats      Number (No.)

The unit of measurement is the number of high visibility safety jackets and hats supplied to the Employer’s Agent as specified. The tendered rate shall include full compensation for supplying the high visibility safety jackets and hats to the Employer’s Agent on site as well as maintenance and, if necessary replacement, thereof to keep it in a good working condition at all times for the duration of the contract.



The prime cost sum shall be expended in accordance with the provisions of the general conditions of contract. Payment to the landowner shall be made within fourteen (14) days after such order has been given by the Employer's Agent. The contractor shall provide detailed proof of payment before payment shall be certified to the contractor.

The tendered percentage in item B15.06 (b) is an extra over percentage on the amount actually spent under sub-item B15.06 (a) which shall include full compensation for the handling costs and profit of the contractor."

<b>“ITEM</b>	<b>UNIT</b>
<b>B15.07    Penalty to be conducted for non-compliance with requirements                  For accommodation of traffic</b>	
(a)        Fixed penalty for occurrence	Number (No.)
(b)        Time related penalty	Hours (h)

The Contractor shall enforce a penalty for the non-compliance with the requirements for the accommodation of traffic. The penalty shall be either occurrence based or time based, depending on the infringement."

**1700 : CLEARING AND GRUBBING**

**B1702 DESCRIPTION OF WORK**

**a) Clearing**

Add the following:

“Clearing shall include the removal of material to a thickness of up to 150mm in-situ material as ordered by the Employer’s Agent. No payment shall be made for temporary stockpiling of topsoil material in the case where this material is applied as topsoil after completion of road side slopes.

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

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

Payment for gabion boxes and mattresses which have to be removed and the material sorted and stacked shall be made under section 5200”

**B1703 EXECUTION OF WORK**

**(a) Areas to be cleared and grubbed**

Add the following:

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

**(c) Disposal of material**

Add the following to this clause:

"All material including trees arising from the clearing operation shall be disposed of at a dumping site to be found by the contractor and approved by the Employer’s Agent."

**B1704 MEASUREMENT AND PAYMENT**

Add the following sub-payment items:

<b>“ITEM</b>	<b>UNIT</b>
<b>B17.01 Clearing and grubbing</b>	
(a) Normal Trees	
(i) Within the road reserve	Hectare (Ha)
(ii) In borrow pits	Hectare (Ha)

Item B17.01 (a) applies to clearing and grubbing done solely on the road shoulders and shall be measured accordingly. Item B17.01 (b) applies to clearing and grubbing done solely over an approved borrow pit.”

**1800 : DAYWORK SCHEDULE**

**B1801 SCOPE**

This section covers the listing of day work items in accordance with the general conditions of contract Sub-clause 6.5.1.1, for the use in determining payment for work which cannot be quantified in specific units in the Pricing Schedule, or work ordered by the Employer’s Agent during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Pricing Schedule. No surcharge is applicable to the rates tendered under Section B 1800.

**B1802 ORDERING OF DAYWORK**

No day work shall be undertaken unless written authorisation has been obtained from the Employer’s Agent. The Contractor shall submit records of the work performed as required by the Employer’s Agent.

**B1803 MEASUREMENT AND PAYMENT**

<b>ITEM</b>	<b>UNIT</b>
<b>B18.01 Personnel during normal working hours</b>	
(a) Unskilled labour	Hour (h)
(b) Semi-skilled labour	Hour (h)
(c) Skilled labour	Hour (h)
(d) Foreman – Section Leader	Hour (h)
(e) Flagmen	Hour (h)
(f) Operator	Hour (h)

<b>ITEM</b>	<b>UNIT</b>
<b>B18.02 Personnel outside normal working hours</b>	
(a) Outside normal working hours and Saturdays:	
(i) Unskilled labour	Hour (h)
(ii) Semi-skilled labour	Hour (h)
(iii) Skilled labour	Hour (h)
(iv) Foreman – Section Leader	Hour (h)
(v) Flagmen	Hour (h)
(vi) Operator	Hour (h)
(b) Sundays and public holidays:	

(i)	Unskilled labour	Hour (h)
(ii)	Semi-skilled labour	Hour (h)
(iii)	Skilled labour	Hour (h)
(iv)	Foreman – Section Leader	Hour (h)
(v)	Flagmen	Hour (h)
(vi)	Operator	Hour (h)

<b>ITEM</b>		<b>UNIT</b>
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<b>B18.03</b>	<b>Plant</b>	
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(a)	Tipper trucks	Hour (h)
(b)	TLB	Hour (h)
(c)	Pneumatic roller (10 to 25 tons)	Hour (h)
(d)	Front end loader	Hour (h)
(e)	Air compressor and equipment	Hour (h)
(f)	Concrete mixer - 160 litre	Hour (h)
(g)	Tractor and attached mower (for shoulders)	Hour (h)
(h)	Petrol machine weed and vegetation cutters	Hour (h)
(i)	Pedestrian roller (Bomag 120 or similar)	Hour (h)

<b>ITEM</b>		<b>UNIT</b>
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<b>B18.04</b>	<b>Materials</b>	
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(a)	Procurement of materials	Provisional Sum
(b)	Handling costs and profit in respect of sub-item B18.04 (a)	Percentage (%)

<b>ITEM</b>		<b>UNIT</b>
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<b>B18.05</b>	<b>Transport</b>	
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(a)	LDV	kilometre (km)
(b)	Flatbed truck	kilometre (km)
(c)	Semi-trailer and truck	kilometre (km)

The unit of measurement for items B18.01, B18.02 and B18.03 shall be the hour for the item of equipment or personnel. Non-working hours for transport breakdown, lack of operator or any other reason shall not be measured. The time shall be taken from the time that the personnel and/or equipment depart until return.

Measurement shall only be for work instructed and directed by the Employer's Agent, where the Employer's Agent considers no other appropriate rate is applicable in the Pricing

Schedule. Prior to the commencement of any work by the personnel described under item B18.01 the contractor must obtain written consent from the Employer's Agent regarding their classification in terms of "unskilled", semi-skilled" and "skilled" personnel.

The tendered rates for labour under B18.01 and B18.02 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employer's contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non -mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The tendered rates for plant for item B18.03 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles plant and equipment nominated in writing by the Employer's Agent, for all administrative, supervisory, operative and contingent cost, and profit relating to the running of the plant.

The unit of measurement for sub-item B18.04 (a) shall be the amounts actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the general conditions of contract. Only the actual quantities of materials used, as verified by the Employer's Agent, shall be paid for.

The percentage tendered for sub-item B18.04 (b) shall be the percentage of the amounts actually paid for the procurement of materials as ordered under sub item B18.04 (a) and shall be in full and final compensation in respect of the contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The unit of measurement for item B18.05 shall be the kilometre distance that the vehicle travelled for transporting personnel and/or plant. All travelling shall be approved by the Employer's Agent.

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

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

**2100 : DRAINS**

**B2105 CLASSIFICATION OF MATERIALS**

Add the following:

**(a) Hand Excavation**

“In order to safeguard existing services, structures, fixtures, appliances or other works, it may be necessary to preclude the use of mechanical excavators for the excavation of trenches in materials defined as soft material. Where ordered by the Employer’s Agent in writing, such excavation shall be carried out by hand and classified as hand excavation for payment purposes.”

**(b) Hand excavation, no blasting**

“The Employer’s Agent may forbid the use of explosives for the excavation of trenches in material defined as hard material where the Contractor would normally have resorted to blasting. Where ordered by the Employer’s Agent in writing, such excavation shall be carried out by other means and classified as hard material, no blasting for payment purposes. Payment shall be made as an extra over for hand excavation as defined above.”

**2200 : PREFABRICATED CULVERTS**

**B2201 SCOPE**

Add the following:

“All rectangular culverts with spans from 0,9m up to and including 2,4m shall be constructed with precast units.

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

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

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

**B2203 MATERIALS**

**(b) Portal and rectangular prefabricated concrete culvert units**

Replace this sub-clause with the following:

"Precast concrete units shall comply with the requirements of the latest SANS 986:2006 specification. Prior to the manufacture of any units the manufacturer shall submit his Quality Plan to be approved by the Employer’s Agent before delivery of any units to site. As part of the Quality Plan submitted for approval copies of calibration certificates of both gauges used for proof loads and cover meters used at the factory shall be supplied to the Employer’s Agent. The originals of these certificates shall at all stages also be available for inspection at the factory premises. The manufacturer shall check each precast unit for cover compliance, and random checking of units shall not be permitted. The Employer’s Agent 's representative may visit the factory at any stage to ascertain adherence to the quality plan as well as to check covers before delivery to site. Any substandard cover shall result in the batch being rejected. Should the manufacturer not be adhering to their Quality Plan the Employer’s Agent may exercise the right to reject the use of products from the manufacturer concerned. The employer shall also be informed in all such cases.

For durability requirements due to the reduced cover provided for pre-cast culverts all durability testing shall be done in accordance to Clause B6404 (h) shall fall within the severe category.”

**B2218 MEASUREMENTS AND PAYMENT**

**B22.01 Excavation**

Add the following sub-item:

<b>“ITEM</b>	<b>UNIT</b>
(b) Extra-over sub-item 22.01(a) for excavation by hand irrespective of depth	Cubic Metre (m3)

The unit of measurement shall be the cubic meter of material excavated by means of labour using hand tools only. This item shall only apply where the dimensions of the area to be excavated are such as to render excavation by machinery impractical and where the Employer’s Agent has specifically ordered or authorised excavation by hand. This item shall not apply where machine excavation would have been possible but the Contractor chooses to use hand excavation instead.

The tendered extra-over rate shall include full compensation for all additional costs in excavating the material using hand held tools.”

**B22.13 Removing existing pipes**

Add the following sub-item:

<b>“ITEM</b>	<b>UNIT</b>
(a) Removing existing pipes (600mm or less)	Metre (m)

The unit of measurement shall be the cubic meter of material excavated by means of labour using hand tools only. This item shall only apply where the dimensions of the area to be excavated are such as to render excavation by machinery impractical and where the Employer’s Agent has specifically ordered or authorised excavation by hand. This item shall not apply where machine excavation would have been possible but the Contractor chooses to use hand excavation instead.

The tendered extra-over rate shall include full compensation for all additional costs in excavating the material using hand held tools.”

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

**B2307 MEASUREMENT AND PAYMENT**

Amend the description of payment item 23.16 as follows:

<b>“ITEM</b>	<b>UNIT</b>
<b>B23.16 Cast insitu concrete and formwork: (a) Concrete edge beam (25/19) MPa</b>	<b>Metre (m)”</b>

**3100 : BORROW MATERIALS**

**B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES**

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

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

**B3103 OBTAINING BORROW MATERIALS**

**(a) General**

Add the following:

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

**(b) Use of borrow materials**

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

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

**B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS**

**(c) Excess overburden**

Add the following:

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

**(f) Protecting borrow pits**

Add the following:

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

In addition to fencing, Security Guards shall be supply on a 24 hour, 7 days a week basis,

with full time communication to the Site Manager or site camp for the duration of the contract and activities at the borrow pits.”

Add the following new sub clause:

**“(h) Haul roads**

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

**B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS**

Add the following to this clause:

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

**B3108 MEASUREMENT AND PAYMENT**

Change item 31.01 to read as follows:

<b>"ITEM</b>	<b>UNIT</b>
<b>B31.01 Excess overburden:</b>	
(a) Depth up to and including 0,5m	cubic meter (m <sup>3</sup> )
(b) Depth exceeding 0,5m and up to 1,5m	cubic meter (m <sup>3</sup> )

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

Add the following new item:

**3300 : MASS EARTHWORKS**

**B3302 MATERIALS**

**(b) Fill**

Add the following under item (iv):

“The maximum swell at 100% Mod AASHTO compaction shall not be more than 2%.”

**B3306 CUT AND BORROW**

**(a) Dimensions of cuts**

Replace the second sentence of the third paragraph with the following:

“No additional or extra over payment will be made for widening existing or partly completed cuttings along the road. The widening of such cuttings shall be measured and paid for as ‘cut and borrow to fill’ (Item B33.01) or ‘cut to spoil’ (Item B33.04) as instructed by the Employer’s Agent.”

**(c) Borrow**

Replace the first sentence of the second paragraph of this sub-clause with the following:

“Where insufficient material is available for fill from cut, material will be imported from commercial sources, borrow pits, Employer identified sources or stockpiles of milled pavement layers, which may include asphalt. The Contractor shall use only material that conforms to specification and source materials to keep over-haul to a minimum.”

**(e) The temporary stockpiling of materials**

Replace the contents of this sub-clause with the following:

"The Contractor shall plan his activities in such a manner so that materials excavated from borrow areas and cuttings can be directly transported to and placed at the designated points.

The temporary stockpiling of material will not be paid for separately unless instructed by the Employer’s Agent, and full compensation will be deemed to have been included in the rates tendered for the various payment items for work for which the stockpiled material is to be used."

**(f) The disposal of surplus material**

Insert the following after the first sentence of this sub-clause:

“The Employer’s Agent may order any surplus material to be stockpiled at approved sites.”

Add the following after the first paragraph:

"Material shall be disposed of by side spoiling only on the written instructions of the Employer’s Agent."

**B3310 CONSTRUCTION TOLERANCES**

Add the following sub-clause:

**(c) Layer thicknesses**

“The thickness tolerances referred to in clauses 8205 and 8305 for the 150 mm natural gravel fill layer compacted to 93% of modified AASHTO density, shall be as follows:

	D90	Dmax	Daverage
Fill layer	30 mm	40 mm	10 mm"

**B3312 MEASUREMENT AND PAYMENT**

General directions

**(3) Work in restricted areas**

Delete the contents of this sub-clause and replace it with the following:

"No additional or extra over payment will be made for work in restricted or confined areas."

Amend the description of item 33.01 as follows:

B33.01 Cut and borrow to fill, including free-haul up to 0.5 km

Replace the fifth measurement and payment paragraph with the following:

"The tendered rates shall include full compensation for procuring, furnishing and placing the material, including excavating as if in soft excavation, the cutting of benches, the transporting of material over the haul distance, for preparing, processing, shaping, watering, mixing, and compacting the materials to the densities or in the manner specified herein and for removing and disposing of up to 5% oversize material from the road after processing.

The material contemplated by this pay item is all in-situ material excavated for the widening of the existing roads, and excavations for new culverts."

Add the following payment Item

<b>ITEM</b>	<b>UNIT</b>
<b>B33.01 Cut and borrow to fill, including free-haul (including all overhaul) up to 1,0km from road reserve</b>	
(a) Material in layer thicknesses of 200mm and less:	
(i) Compacted to 90% of modified AASHTO density	Cubic Metre (m3)

The tendered rate shall also include full compensation for purchasing the material form a commercial source, for procurement, crushing (to a max size of 2/3 of the specified layer thickness), placing and compacting as well as for hauling the material over an unlimited free-haul distance. All fill obtained from commercial sources shall comply with clause 3302 (b)."

**3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL****B3402 MATERIALS****(a) General**

Add the following at the end of the second paragraph:

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

Add the following after the second paragraph:

"Distinction shall be made between crushed and natural G4, G5 and G6 materials. Where the crushing and/or screening of these materials have been specified, the combined grading shall conform to the grading limits specified for G4 class material in Table 3402/1."

Replace Table 3402/5 with:

**Table B3402/5: Requirements for Chemically Stabilised Layers**

Classification	C1	C2	C3	C4
Material before treatment	At least G2 quality	At least G4 quality	At least G5 quality	At least G6 quality
PI after treatment	Non-plastic	Non-plastic	6 max. *(1)	6 max. *(1)
UCS (MPa) *(2)	6 min.	4 min.	1,5 min	0,75 min.
ITS (kPa) *(3)	-	-	250 min.	200 min.
WDD (% loss)	5 max.	10 max.	20 max.	30 max.

**Note**

\* (1). For materials derived from the basic crystalline rock group, the Plasticity Index after stabilisation shall be non-plastic.

\* (2). Unconfined Compressive Strength @ 100% Mod. AASHTO density

\* (3). Indirect tensile Strength @ 100% Mod. AASHTO density

\* (4). Wet/Dry Durability according to Method B 8110"

**(b) Compaction requirements**

The lower and upper stabilised sub-base layers shall be compacted to 95% and 97% of modified AASHTO density respectively.

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**B3405 CONSTRUCTION TOLERANCES****(a) Level**

Replace the table in the sub-clause with the following:

	<u>H<sub>90</sub></u>	<u>H<sub>max</sub></u>
Selected layer	25 mm	33mm
Lower sub-base layer	20 mm	25 mm
Upper sub-base layer	15 mm	20 mm
Base layers	12 mm	15 mm
Shoulders and wearing course	30 mm	25 mm

The difference of the deviation from the design level of two consecutive levels of the base layer shall not exceed 10mm”

Add the following:

“Level control for the various pavement layers shall be done at least at the following minimum intervals in the longitudinal direction:

<b>Layer</b>	<b>Interval</b>
Selected layer, sub-base, shoulders and wearing course	20 m
Base	10 m”

**(b) Layer Thickness**

Replace the table in the sub-clause with the following:

	<u>“D<sub>90</sub></u>	<u>D<sub>max</sub></u>	<u>D<sub>ave</sub></u>
Selected layer	30 mm	40 mm	10 mm
Lower sub-base layer	25 mm	33 mm	8 mm
Upper sub-base layer	20 mm	25 mm	5 mm
Base layers	15 mm	22 mm	5 mm
Shoulders and wearing course		30 mm	10 mm”

**3500 : STABILIZATION**

**B3502 MATERIALS**

**(a) Chemical stabilizing agents**

Delete sub-clauses (ii) Ordinary Portland cement and (iii) Portland blast-furnace cement and replace with the following:

“Cement shall comply with the relevant requirements of SANS 50197-1:2000.

The nominal rate of application for tender purposes as a percentage of the mass of the material to be stabilized and compacted to the required modified AASHTO density shall be as follows:

C3 material: 3.5% on a G5 material

C4 material: 3.0% on a G6 material

The Employer’s Agent may instruct the contractor to amend the percentage and possibly the type of stabilizing agent if necessary after tests on the site during construction.”

**(e) Water**

Add the following before the first paragraph:

Water used in the compaction and curing of stabilised layers shall comply with the requirements of Water Quality Code H3 as specified in table B1219.

**B3503 CHEMICAL STABILISATION**

**(d) Mixing in the stabilizing agent**

Add the following:

“The Contractor shall prepare a trial section for each type of material without any extra payment to demonstrate his proposed mixing process before extensive mixing commences. The cost of the trial section shall be deemed to be included in the rates tendered.

After approval has been obtained, the mixing process and equipment shall remain unaltered unless otherwise instructed by the Employer’s Agent.

The fact that the Employer’s Agent has approved the mixing process shall not relieve the Contractor of his obligations in respect of the mixing specified elsewhere in the Specifications. It will serve only as a guideline to ensure that the specified mixing requirements can actually be met.”

**(h) Curing the Stabilized work**

Add the following to paragraph (ii):

The covering material shall be placed by end-tipping, and compaction of this covering layer shall be delayed until the underlying layer has cured for 7 days.

Add the following to paragraph (i):

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

**(i) Construction limitations**

Add the following:

“No stabilisation shall be done with falling air temperatures when the air temperature falls to below 7°C, or during rising air temperatures, when the air temperature is below 3°C.

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

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1°C during the first three (3) days after stabilization. The Contractor shall refrain from stabilizing when such temperatures become probable. When a sudden unforeseen temperature drop to a level below this limit occurs, the stabilized layer shall be covered with the material required for the next layer to be constructed.

All stabilized layers damaged by frost or by the formation of ice in the layer shall be removed and replaced by the contractor at his own expense. The Contractor shall make allowance for these requirements in his construction programme, and no claims in this connection will be considered.”

**B3509 QUALITY OF MATERIALS AND WORKMANSHIP**

The quality with regard to the quantity and distribution of the stabilizing agent will be controlled on site by the Employer’s Agent. The Contractor must therefore notify the Employer’s Agent at least 24 hours in advance of any planned stabilization.

**B3510 MEASUREMENT AND PAYMENT**

**B35.02 Chemical stabilizing agent**

Add the following note:

“The notation used for Portland cement and Portland blast-furnace cement corresponds with the notation specified in SANS 50197-1.”

**4100 : PRIME COAT****B4102 MATERIALS****(a) Aggregate for blinding**

Add the following sentence:

“Blinding of the primed surface with aggregate shall only be permitted to facilitate vehicular access to adjoining properties.”

**B4104 WEATHER AND OTHER LIMITATIONS**

Replace paragraph (g) with the following:

- (g) “When the moisture content of the upper 50mm of the layer is higher than 50% of the optimum moisture content determined according to TMH 1, Method A7.”

**B4106 APPLICATION OF THE PRIME COAT**

Add the following to paragraph (c):

“The nominal application rate of the prime shall be 0.7  $\ell/m^2$ . However, the Employer’s Agent shall have the right to instruct the contractor to make up any deficiency or blind any over-application of prime without additional payment. The edges of the primed surface shall be 150mm wider than the edges of the surfacing. If under-spraying occurs, and it is accepted by the Employer’s Agent, only the actual quantities applied shall be paid for. ”

**B4108 TOLERANCES**

Replace the first paragraph with the following:

“The actual spray rates measured at spraying temperature shall not deviate by more than 8.0% from that ordered by the Employer’s Agent. The Employer’s Agent may, at his discretion, conditionally accept application rates falling outside this tolerance at reduced payment in accordance with Table B4108/1.”

Table B4108/1: Payment Reduction Factors for Conditionally Accepted Prime Coat

<b>Deviation from specified spray rate at spraying temperature. (%)</b>	<b>Payment reduction factor of tendered rate.</b>
± 8,0	1.00
± 9,0	0.97
± 10,0	0.95

± 11,0	0.90
± 12,0	0.85
± 13,0	0.80

“Any deviation outside these limits shall not be paid for, however, the Employer’s Agent shall have the right to instruct the Contractor to make up any deficiency, or blind excessive prime without additional payment. Where so instructed, the material for blinding shall consist of approved, screened 4,75mm nominal single size aggregate. The use of crusher dust for blinding shall not be permitted. If under-spraying occurs, and it is accepted by the Employer’s Agent, only the actual quantities applied shall be paid for.”

**B4109 TESTING**

Replace “24 hours” with “48 hours”

Add the following after the first sentence:

“At the same time, the Contractor shall submit samples of the prime allowed for in the schedule of quantities to enable the Employer’s Agent to verify the best product to use for the particular site conditions.”

Add the following at the end of the paragraph:

“No payment will be made if this condition is not adhered to. The Contractor shall provide, at his cost, representative samples of every batch of prime delivered onto site.”

**B4110 MEASUREMENT AND PAYMENT**

**“ITEM UNIT**

**B41.01 Prime coat**

**(b) Quick drying MC30 Cutback Bitumen or similar  
approved product** **Litre (l)**

Add the following to the payment paragraph:

“Blinding of areas with excessive prime as a result of an application rate deviating from the specified application rate shall not be measured for payment.”

**5100 : PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION**

**B5102 MATERIALS**

**(c) Sand**

- (ii) Sand for bedding

Add the following:

“The sand shall be of uniform moisture content when spread and shall be protected against rain when stockpiled on site prior to spreading.”

**(d) Paving blocks**

Delete the first paragraph and replace with:

“Paving blocks shall comply with the requirement of the specification for "Precast Concrete Paving Blocks issued by the Concrete Masonry Association.

The curing period of the concrete paving blocks at the factory, before moving and delivering to site shall be a minimum of fourteen (14) days. Should the blocks not have reached their strength after fourteen (14) days of curing, they shall be cured for such additional period as is necessary to achieve the required strength.”

Add the following sub-clause:

**(f) Edge  
beam  
s**

Edges without concrete channels or kerbs shall be restrained by means of Class 25/19 concrete edge beams to the dimensions shown on the drawings or as directed by the Employer’s Agent.”

**B5106 SEGMENTAL BLOCK PAVING**

**(a) Sand for bedding**

Add the following:

“The moisture content of the sand when spread shall be 6 % +/- 2 %. Where the sand bed is accidentally compacted before the units are laid, it shall be raked and re-screeded evenly in a loose condition. If sand has been spread and the work cannot be completed on the same day, the sand shall be removed, and stockpile for re-use on another day.”

**(b) Laying of the paving blocks**

Delete the first two paragraphs and replace by the following:

(i) Laying of blocks

Blocks shall be placed on the screeded sand bed to the indicated herringbone, basket weave or stretcher laying pattern, care being taken to maintain alignment and the specified bond throughout the job. To assist in maintaining control of alignment and bond, string lines shall be used. The joint width in the completed paving shall be 2 to 6 mm. Where possible the first row shall abut against an edge restraint with a gap of 2 to 4 mm. In each row all full units shall be laid first. Closure units shall be cut and fitted subsequently.

The closure units shall consist of not less than 25 % of a full unit. Units may only be cut using a disc cutter fitted with either a concrete standard masonry or diamond disc. Infill spaces between 25 and 50 mm wide shall be filled with class 25/13 concrete. For smaller spaces dry packed mortar shall be used.

Any foot or barrow traffic shall use boards overlaying paving to prevent disturbance of units prior to mechanical compaction. No other construction traffic shall be allowed on the pavement at this stage of construction

After block laying the sand bedding shall be fully compacted and the blocks brought to design levels and profiles by means of a suitable plate compactor. Sufficient passes shall be made to compact the bedding sand and produce an even surface.

The compactor shall be a high frequency low amplitude mechanical flat-plate vibrator having a plate area sufficient to cover a minimum of 12 units and an energy output suitable to compact the sand bedding layer.

Compaction shall proceed as closely as possible following laying and prior to the acceptance of any traffic. Compaction should not be attempted, however, within one metre of the laying face. Compaction shall continue until lipping has been eliminated between adjoining units. Joints shall then be filled and compacted as hereinafter described.

All work to within one metre of the lying face must be left fully compacted at the completion of each day's laying. Any units damaged during compaction shall be immediately removed and replaced.

(ii) Joint filling

As soon as practical after construction, in any case prior to the termination of work on that day and prior to the acceptance of construction traffic, dry sand for joint filling shall be spread over the pavement. The sand should be broomed to fill the joints, and a further pass with the vibrator plate made to vibrate the sand into the joints. Additional sand shall be spread over the surface if required.

(iii) Pre-loading of pavement

As soon as possible after joint filling, construction traffic shall be encouraged to use the pavement to achieve maximum "lockup".

- (iv) Removal of excess sand

Prior to opening the pavement to normal traffic, all excess sand shall be removed.”

**(g) Finishing requirements**

- (i) Segmental block paving

Delete this sub-sub-clause and replace with the following:

“The completed paving shall be even, neat and flush with the kerb or side-beam edging and may not lie below the side of the kerbing. The finished surface of the paving shall present a regular and smooth appearance to the eye, in the opinion of the Employer’s Agent, and the paving shall be so laid that water will not pond on the surface. The finished surface of the paving shall, after 3 months after opening to traffic or pedestrians, be accurate within the following limits:

PAVING	PERMISSIBLE DEVIATION
<p><u>Founding layers:</u></p> <p>Top of sub-base layer from designated level</p> <p>Thickness of 25 mm compacted sand bedding layer</p>	<p>+/- 10 mm</p> <p>+/- 10 mm</p>
<p><u>Finished paving :</u></p> <p>Line of pattern:</p> <p>i) from any 3 m straight-edge, not exceeding</p> <p>ii) from any 20 m straight, not exceeding</p> <p>Vertical deviation from 3 m straight-edge:</p> <p>i) at kerbs, channels, gullies, manholes and other edge restraints</p> <p>ii) elsewhere, subject to adjustment necessary for vertical corner, not exceeding</p> <p>Difference in surface level or adjacent units, not exceeding</p>	<p>10 mm</p> <p>20 mm</p> <p>0, + 3 mm</p> <p>10 mm</p> <p>3 mm</p>

**5600 : ROAD SIGNS**

**B5601 SCOPE**

“This section also covers the supply and erection of permanent danger plates at culverts and bridges at the locations indicated on the drawings or as directed by the Employer’s Agent.”

**B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS**

**(a) Road signboards**

Add the following:

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

**(a) (ii) Steel profile road signboards**

Add the following:

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

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

**B5604 ROAD SIGN FACES AND PAINTING**

Add the following new subclause:

**“(e) Application of retro-reflective material**

All sign faces shall be faced with class 1 grade retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification. All sign lettering and symbols are to be class 1 retro-reflective material with the exception of direction signs which is to be Class III retro-reflective material.

For W405, W406, R1 and W409 signs, the sign faces shall be Class III retro-reflective material and the lettering and symbols shall be Class III retro-reflective material.”

**B5605 STORAGE AND HANDLING**

Add the following:

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

Drilling of holes, except for the fastening of overlays

Application of any form of adhesive

Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material

Covering the sign face with an impermeable material that does not allow free circulation of air.”

**B5606 ERECTING ROAD SIGNS**

**(c) Erection**

Add the following:

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

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

**B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS**

Add the following:

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

Dismantling shall include sign panels and ground mounted sign supports.

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

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

**B5609 MEASUREMENT AND PAYMENT**

**ITEM**

**UNIT**

B56.01 Road sign boards sign faces with painted or coloured background. Symbols, lettering and borders in engineering-grade retro-reflective material, where the sign board is constructed from:

Amend the last two lines of the second paragraph to read:

“completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists’ view of the new or replaced sign board.

**5700 : ROAD MARKINGS**

**B5702 MATERIALS**

**(a) Paint**

- (i) Retro-reflective road marking paint

Add the following:

“During actual painting, the contractor shall provide the Employer’s Agent with sealed samples of the paint to be used together with details of the paint batch numbers and testing carried out on these particular batches by the paint manufacturer, to prove compliance with this specification. These samples shall be kept until the end of the defects liability period.”

**B5704 MECHANICAL EQUIPMENT FOR PAINTING**

Add the following:

“The machine shall always operate in the direction of the traffic when applying lane markings.”

**B5706 SETTING OUT THE ROAD MARKINGS**

Add the following:

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

**B5707 APPLYING THE PAINT**

Add the following:

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

**B5711 GENERAL**

Insert the following into the last sentence of the last paragraph between “black paint” and “or chemical paint remover”:

“, bituminous emulsion, slurry”

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Add the following to the last paragraph:

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

Add the following new clause:

**“B5715 REMOVAL OF EXISTING ROAD STUDS**

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

**B5714 MEASUREMENT AND PAYMENT**

Add the following payment item:

<b>ITEM</b>	<b>UNIT</b>
<b>B57.06 Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)</b>	

Add the following:

“Referencing of existing barrier lines and other road marking lines prior to milling and other operations, shall be included in the tendered rate for setting out and pre-marking.”

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

**B5902 FINISHING THE ROAD AND ROAD RESERVE**

Add the following to the first paragraph:

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

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

The Employer’s Agent may order additional finishing of the road reserve which will entail the collection and disposal of loose rocks etc. Payment for this work will be made under daywork items included in section 5900 of the bill of quantities as described in section 1800 of these project specifications.”

**7300 : CONCRETE BLOCK PAVING FOR ROADS**

**B7304 MEASUREMENT AND PAYMENT**

Add the following new Items:

"ITEM	UNIT
<b>B73.04 Supply and installation of tactile paving to SANS 784 Warning Tiles</b>	<b>Square Metre (m<sup>2</sup>)</b>

The tendered rates shall include full compensation for supply, deliver and install tactile paver as on the drawings and to specifications."

**8100 : TESTING MATERIALS AND WORKMANSHIP**

**B8103 THE COSTS OF TESTING**

**(a) Process Control**

Rename the heading as "Materials Quality Control" and replace the contents with the following:

"The costs of testing shall be undertaken by a combined laboratory facilities for process, acceptance control and correlation testing subject to the following requirements laid down by the Employer:

- (i) The contractor accepts the test results of the combined laboratory. Should there be any doubts with regard to certain test results, this will be settled by an independent laboratory mutually agreed upon. The cost in such cases will be to the account of the party at fault."

### 3.6 PART C –ADDITIONAL SPECIFICATIONS

#### 1.1 PROCUREMENT FOR SUB- CONTRACTING

The MLM is committed to the implementation of Government's policies and in turn expects the same from its contractors. In order to comply with the objectives of its preferential procurement policy, MLM will utilise its targeted procurement procedure which is the process used to create a demand for the services and supplies of, or to secure the participation of, targeted enterprises and targeted labour in contracts.

Accordingly, it is a requirement of this project that the tenderer is familiar with the specifications that relate to the transformation of the construction industry through the following:

1. Adherence to the policies and initiatives of the Government;
2. Employment of Small, Medium and Micro Enterprises (SMME), including those SMME which are Black Enterprises (BE);
3. Provide mentoring, guidance and assistance to SMME;
4. Arrangement of engineering skills, entrepreneurial skills and generic skills training programmes, for which provision has been made in the Bill of Quantities; and
5. Active participation with community-based structures.

#### C3.2.1 SCOPE

This section provides the specifications that relate to the contractor's implementation of the policies and initiatives of the Government, community participation, and employment of Small, Medium and Micro Enterprises (SMME), including those SMME which are Black Enterprises (BE), training and mentoring of SMME, and engagement and training of labour recruited from local communities. These specifications should be read in conjunction with the various statutes and legislation that relate to small businesses and Broad-Based Black Economic Empowerment.

In this regard all tenders will be considered with specific reference to applicable legislation in force from time to time and which are specifically applicable to organs of state for example the following:-

- (i) The Constitution of the Republic of South Africa, 1993;
- (ii) Public Finance Management, 1999 (Act No. 1 of 1999);
- (iii) Preferential Procurement Policy Framework, 2000 (Act No. 5 of 2000);
- (iv) Broad-Based Black Economic Empowerment, 2003 (Act No. 53 of 2003); and
- (v) Construction Industry Development Board Act, 2000 (Act No. 38 of 2000)

#### Regulations

The Employer may have to amend its targeted procurement procedure in order to meet new or revised targets and requirements of legislation, and the Transport and Construction Charters. The Employer would then negotiate with

the Contractor on the implementation of the revised targeted procurement procedure, and the associated costs.

### **C3.2.2 DEFINITIONS**

The following words and expressions shall have the meanings stated.

- (a) Black Enterprise (BE):** an enterprise defined as a company or economic activity that is at least 50.1% owned by black persons and where there is substantial management control by Black People. Ownership refers to economic interest, whilst management refers to the membership of any board or similar governing body of the enterprise.
  
- (b) Black People (BP):** African, Coloured or Indian persons who are natural persons and:
  - (i) are citizens of the Republic of South Africa by birth or descent: or
  - (ii) are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of the Republic of South Africa Act of 1993; or
  - (iii) became citizens of the Republic of South Africa after the commencement date of the Constitution of the Republic of South Africa Act of 1993, but who, but for the Apartheid policy that had been in place prior to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.
  
- (c) Project Management Team:** three persons comprising the Employer, Engineer and Contractor.
  
- (d) Small, Medium and Micro Enterprise (SMME):** person(s) conducting a business, trade or profession in the Republic of South Africa and specifically includes, without limitation, any form of co-operative society, and is registered with the South African Revenue Service, and which can be classified as a small, medium or micro enterprise by satisfying the size variation criteria in the table below.

<b>SMME SIZE VARIATION as at January 2011</b>		
<b>Size</b>	<b>Average Annual Turnover<sup>1</sup></b>	<b>Number of Employees</b>
Micro	< R1.3 m	5
Small	R1.3 m - R15.7 m	6 - 60
Medium	R15.8 m – R78.5 m	61 - 300

NOTE 1: Average Annual Turnover subject to annual CPI adjustment

### **C3.2.3 UTILISATION OF SMME**

#### **(A) OBJECTIVE 1**

A major objective of the targeted procurement procedure is to extend economic opportunities and entrepreneurial capacity to all localities by the optimum utilisation of the resources existing in the vicinity of projects, the development of these resources in the execution of the project, and by maximising the amount of project funds retained within the project locality.

#### **(B) TARGET VALUES**

The scope of the contract is for the contractor to primarily have a management role, as it is a requirement of the contract for the targeted amount of the scheduled work under the operational section to be sublet to SMME. Only SMME who are registered with the Construction Industry Development Board with a contractor grading designation of 3CE or higher, will be eligible to undertake the targeted operational work.

The scheduled work is grouped under two parts as follows: Part A:

General:

Part B: Matters Relating to Standard Specifications

The target values of the scheduled work in the operational section to be sublet to SMME by the contractor, depends on the equity held by Black People in the enterprise as the contractor, either as a single entity or joint venture. The main contractor can sub contract maximum of 70% of the total contract value to a sub contractor.

The value of work for calculation purposes shall be determined at the tendered rates of the SMME inclusive of any equipment and materials financed and supplied by the Contractor. The value of the work shall include contract price adjustment (CPA), but exclude value added tax (VAT). Only work undertaken by SMME that qualify in terms of the definition, and which has been sublet according to the specifications for the tender process, shall count towards the achievement of the target. Any work which the Contractor is specifically

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instructed to execute by the Engineer as opposed to subletting to SMME, shall be excluded from the target value of work to be sublet. To evaluate the value of work undertaken by SMME, the Contractor shall submit a copy of the relevant invoices, to the Engineer for verification purposes.

**(C) ACCREDITED REGISTRATION**

Achievement measured against the SMME target value shall only be accepted if the respective SMME for which services or work is being claimed as having been performed, is registered with an accredited agency as required by law. In addition, documentary evidence that such SMME is registered with the South African Revenue Service shall be lodged with the Engineer before the work or service may be considered as having been performed by a *bona fide* SMME. The responsibility for producing evidence of the respective registration documentation shall rest with the Contractor.

**(D) PRICING OF TENDER RATES**

The specifications on the payment items detail how the management section should be priced with regards to SMME. In addition, the tendered rates for the items in the operational sections shall include full compensation for all material, labour, equipment and all other requirements necessary for completing the work. The tendered rates shall also include a fair and reasonable profit. However, the tendered rates shall exclude any establishment and general obligations costs, and any costs for handling, overheads, management and site supervision of SMME, and any additional cost not directly related to executing the work.

**C3.2.4 WORK TO BE UNDER TAKEN BY SMME**

**(A) GENERAL RESPONSIBILITIES OF CONTRACTOR**

(a) Obligations

The Contractor shall ensure that he complies with the following obligations:

- (i) identify work to be executed from his inspections, and submit these to the Engineer who will determine which work must be carried out;
- (ii) institute a quality assurance system;
- (iii) provide adequate training, mentoring, guidance and assistance to SMME;
- (iv) provide financial support and other assistance to ensure that the SMME are able to meet their obligations and commitments with respect to their subcontracts, including acquisition of labour, equipment and materials; and
- (v) ensure that the contract goals and objectives are achieved.

(b) Subcontracts involving SMME

In the subcontracts arranged by the Contractor involving SMME, the following shall apply:

- (i) no provision or requirements set out in the specifications shall be deemed to relieve the Contractor of any liability or obligation under the contract and in accordance with the provisions of GCC 2015, the Contractor shall be fully liable for the acts, defaults and neglects of any SMME, their agent or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees;
- (ii) the appointment of the SMME subcontractor by the Contractor, shall be made according to GCC 2015; and
- (iii) any failure or neglect by the Contractor to comply with the provisions of the specifications, or any omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Engineer to act in terms of GCC 2015.

**C3.2.5 MANAGEMENT OF SUBCONTRACTS**

The Contractor shall compile the subcontract agreements, and provide the necessary management support to the SMME. Failure by the subcontractor to comply with the terms and conditions of the subcontract agreement shall result in penalties being applied or the subcontract terminated.

**(A) COMPILATION**

- (a) The Contractor in liaison with the Engineer shall be responsible for the compilation of each subcontract agreement. The agreement shall be in accordance with the provisions of GCC 2015 and shall be consistent with the terms and conditions in this contract. The

agreement shall be subject to approval by the Project Management Team.

- (b) The terms and conditions of the subcontract agreement shall include the following specifications:
  - (i) an entitlement of the subcontractor to receive such training as is contemplated in this contract;
  - (ii) an obligation on the SMME to participate and co-operate in such training as is provided for in this contract;
  - (iii) the allowable sources from which workers may be drawn in terms of  
the contract;
  - (iv) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract; and
  - (v) the training to be provided to the temporary workforce.

**(B) QUALITY AND WORK AND PERFORMANCE OF THE SUBCONTRACTOR  
TENDERS FOR SMME**

- (a) The Contractor shall closely monitor and supervise all SMME and shall train, mentor, guide and assist each SMME in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning of the works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. The extent and level of such training, mentoring, guidance and assistance, to be provided by the Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the SMME to achieve the successful execution and completion of his subcontract.
- (b) The Contractor shall implement an approved performance evaluation system of the subcontractors, and shall conduct monthly reviews of the subcontractor's performance, duties and obligations.
- (c) The Contractor shall give reasonable warning to the SMME when any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the SMME reasonable opportunity to make good any such contravention or to avoid such contravention and shall render all reasonable assistance to the SMME in this regard.

**PART C4: SITE INFORMATION**

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## C4.1 SITE INFORMATION

The project is located at Mahwelereng Township, situated about 07 kilometres out of Mokopane, see locality plan.

## C4.2 DESCRIPTION OF ROADS

The main objective of this project is to provide easy and reliable access for busses, taxis, delivery vehicles to the area and the Mahwelereng of Township.

The project scope of work is as follows:

- Relocation of services
- Clearing and grubbing of the streets reserve
- Construction of layer works (5.2km) – roadbed, selected, sub-base and base
- Stabilization of layer works (5.2km) - sub-base
- Surfacing with 80mm interlocking paving blocks (3.985km)
- Surfacing with 30mm Continuously Graded Hot-mix Asphalt (1.215km)
- Installation of kerbs and Concrete edge beams (5.2km)
- Storm-water drainage (2.5km)
- Grouted Stone pitching (850m)
- Sub soil drainage (200m)
- Road marking and road signs (5.2km)
- Construction of 5 concrete drifts
- Construction of 14 speed-humps

Below is a list of the street names with the surfacing that will be used.

Project Name	Street Number	Street Name	Street Length	Block Paving / Asphalt
Mahwelereng Roads and Storm-water	1	Jabulani Street	0.165 km	80mm Block Paving
	2	Small Street	0.280 km	80mm Block Paving
	3	Refilwe Street	0.408 km	80mm Block Paving
	4	Phadima Street	0.580 km	80mm Block Paving
	5	Noko Street	0.599 km	80mm Block Paving
	6	Tau Street	0.480 km	80mm Block Paving
	7	Boledi Street	0.327 km	80mm Block Paving
	8	Kana Street	0.412 km	80mm Block Paving
	9	Bethabile Street	0.230 km	80mm Block Paving

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	10	Lebatong Street	0.200 km	80mm Block Paving
	11	Phuti Street	0.150 km	80mm Block Paving
	12	Kwena Street	0.155 km	80mm Block Paving
	13	Thabang Street	0.480 km	30mm Asphalt
	14	ZCC Street	0.735 km	30mm Asphalt
		<b>TOTAL</b>	<b>5.200 km</b>	

**C4.3 LOCALITY PLAN**

**C4.4 CONTRACT DRAWINGS**