uMngeni MUNICIPALITY
APPOINTMENT OF THE SERVICE PROVIDER TO INSTALL A PERIMETER FENCING AT CURRY'S POST LANDFILL SITE (3SQ OR HIGHER)
BID No.UMN 27/2023-24

COMPILED BY:

Employer:	uMngeni Local Municipality
Address:	Cnr. Dicks & Somme Streets Howick 3290
Tel No:	+27(33) 239 9259
Contact Person:	Nokukhanya Mncube
Email Address:	Khanyi.mncube@umngeni.gov.za

COMPULSORY SITE INSPECTION DATE: A COMPULSORY BRIEFING SESSION IS TO BE HELD ON 21 MAY 2024, 11:00am at Hilton Boardroom, 29 Hilton Avenue, Hilton KZN.

NAME OF TENDERER:	
ADDRESS OF TENDERER:	
TELEPHONE:	
FAX:	
EMAIL ADDRESS:	
CIDB CRS NO:	
TENDER SUM:	

TENDER CLOSING DATE:03 JUNE 2024 AT 12H00

EXPANDED PUBLIC WORKS PROGRAMME

INSTALL A PERIMETER FENCING AT CURRY'S POST LANDFILL SITE (3SQ OR HIGHER) BID No.UMN 27/2023-24

TABLE OF CONTENTS

PART	DESCRIPTION	PAGE COLOUR	PAGE No.
PART T: THE TENDER			
T1	**Tendering Procedures**		
T1.1	Tender Notice and Invitation to Tender	White	TP. 3
T1.2	Tender Data	Pink	TP. 4
T2	**Returnable Documents and Schedules**		
T2.1	List of Returnable Documents	Yellow	RD. 2
T2.2	List of Returnable Schedules and Forms	Yellow	RD. 28
PART C: THE CONTRACT			
C1	**Agreements and Contract Data**		
C1.1	Form Offer and Acceptance	Yellow	C. 2
C1.2	Contract Data	Yellow	C. 8
C1.3	Performance Guarantee	White	C. 16
C1.4	Retention Money Guarantee	White	C. 19
C1.5	Agreement in terms of Section 37(2) of the Occupational Health and Safety Act no 85 of 1993	Yellow	C. 21
C1.6	Functionality Criteria	Yellow	C. 23
C2	**Pricing data**		
C2.1	Pricing Instructions	Yellow	PD. 2
C2.2	Schedule of Quantities	Yellow	PD. 4
C3	**Scope of Work**	**Blue**	
C3.1	Standard Specifications	Blue	SW. 2
C3.2	Project Specifications	Blue	SW. 2
C3.3	Particular Specifications	Blue	SW. 91
C4	**Site Information**	**Green**	
C4.1	Locality Map	Green	SI. 2
C4.2	Drawings	Green	SI. 4

DOCUMENT CHECKLIST

This document checklist is provided to assist the Tenderer.

ITEMS		CHECKED
1	Returnable Schedules in Section T2.2…….	☐
2	Correct Tender Offer carried forward to **C1.1 Form of Offer and Acceptance** and the Form of Offer duly completed and signed…….	☐
3	Bill of Quantities:	
i)	Completed in **legible INK** only……..…….……	☐
ii)	Corrections crossed out and initialed …….…….....….....	☐
4	Contract specific data provided by the Contractor ……..…..…..…..……	☐

THE TENDER

T1: TENDERING PROCEDURES

T2: RETURNABLE DOCUMENTS

TABLE OF CONTENTS

PAGE NO.

T1: TENDERING PROCEDURES ..... TP. 3

T1.1: TENDER NOTICE AND INVITATION TO TENDER ..... TP. 3

T1.2: TENDER DATA ..... TP. 4

T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

BID No.UMN 27/2023-24: APPOINTMENT OF THE SERVICE PROVIDER TO INSTALL A PERIMETER FENCING AT CURRY'S POST LANDFILL SITE (3SQ OR HIGHER)

The uMngeni Municipality, invites tenders from service providers, for APPOINTMENT OF THE SERVICE PROVIDER TO INSTALL A PERIMETER FENCING AT CURRY'S POST LANDFILL SITE (3SQ OR HIGHER) BID No.UMN 27/2023-24.

This project is in the uMngeni Municipality. The duration of the project is 3 months.

It is estimated that tenderers must have a CIDB contractor grading designation 3 SQ or higher.

The scope of work and bid requirements are stipulated in the document.

This advert is issued in compliance with the Preferential Procurement Regulations, 2022. Evaluation will be done on the following one-stage process in terms of National Treasury Circular No.: 53:

Stage 1:
Evaluation will be done based on the 80/20 preferential point system, where 80 points will be allocated for price and 20 points for specific goals. Bidders must submit the required documentation to claim preference points.

Points Awarded for Specific Goals
The 80/20 preferential point system will be applied, where 80 points will be allocated for price and 20 points for Municipality's specific goals that is on **Ownership (10)** and **Locality (10)**.

The tender document will be emailed to selected contractors who are on the panel.

A COMPULSARY BRIEFING SESSION IS TO BE HELD ON 21 MAY 2024, 11:00am at Hilton Boardroom, 29 Hilton Avenue, Hilton, KZN.

Sealed tenders marked "**Bid No.: BID No.UMN 27/2023-24:**
APPOINTMENT OF THE SERVICE PROVIDER TO INSTALL A PERIMETER FENCING AT CURRY'S POST LANDFILL SITE (3SQ OR HIGHER)

" Must be deposited in a **BOX** located at the Municipal Main Office, Cnr. Dicks & Somme Streets, Howick, no later than **03 JUNE 2024 at 12H00**.

Late, telegraphics, e-mailed or faxed bids will not be considered.

Queries relating to this tender may be addressed to:

Bidding procedure enquiries:	**Technical enquiries:**
Mr. S. Khomo Telephone: (033) 239 9220 E-mail: sanele.khomo@umngeni.gov.za	Mrs. N.P Mncube Telephone: (033) 239 9259 E-mail: khanyi.mncube@umngeni.gov.za

uMngeni Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the Bid in whole or in part, at the rates quoted.

T1.2: TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the standard conditions of tender contained in Annex C of the Construction Industry Development Board Standard for Uniformity in Engineering and Construction Works Contracts, published in Government Gazette No. 42622 dated 8 August 2019. Tenderers may review the standard on the CIDB website (see www.cidb.org.za).

T1.2.2 Variations to the Standard Conditions of Tender

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

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

Please note that the word "Client" is used in this document and referred to as "Employer" in the Standard Conditions of Tender document.

Clause Number	Description
C.1	**General**
C.1.1	Actions
	Add the following to the end of Clause C.1.1: The Employer is uMngeni Municipality, represented by Mr. M. Hloba
C.1.2	**Tender Documents**
	Add the following to the end of Clause C.1.2: The tender documents issued by the employer comprise the following: **THE TENDER** **T1: Tendering Procedures** T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data **T2: Returnable Documents** T2.1 List of Returnable Documents T2.2 Returnable Schedules **THE CONTRACT** **C1: Agreements and Contract Data** C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Performance Guarantee C1.4 Retention Money Guarantee C1.5 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.6 Functionality Criteria

	C2: Pricing data C2.1 Pricing Instructions C2.2 Schedule of Quantities **C3: Scope of work** C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications **C4: Site information** C4.1 Locality Plan C4.2 Drawings Not issued to Tenderer's, but available from the Master Builders Association, The South Institute of Architects, the Government printers, the Construction Industry Development Board, and the Employer, as applicable: 1. GCCC SERIES 2015 "*General Conditions of Contract for Construction Works Agreement*", Third Edition–2015. 2. The "*COLTO Standard Specifications for Road and Bridge Works for State Road Authorities*", 1998 edition. 3. The *"Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)"*. 4. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (June 2022). In addition, Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.
C.1.4	**Communication and the Employer's Agent**
	Add the following to the end of Clause F.1.4: Attention is drawn to the fact that verbal information, given by the Employer's Agent or Representative during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employers Agent in writing to tenderers will be regarded as amending the Tender Documents. The Employer does not have an Agent but a representative from the Employer since the project is implemented internally.
	The Employer is: **uMNGENI MUNICIPALITY** Tel No: +27 (33) 239 9259 Contact Person Nokukhanya Mncube Email: Khanyi.mncube@umngeni.gov.za

C.2	**Tenderer's Obligations**
C.2.1	**Eligibility**
C.2.1.1	*Add the following to the end of Clause C.2.1:* Tenderers must satisfy the following criteria to be eligible to submit a tender. **A. Construction Industry Development Board (CIDB) Registration** 1. Be registered with the CIDB and reflect as "Active" at time of tender closing, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, but not less than **3SQ or higher** class of construction work. **B. Joint Ventures are eligible to submit a tender offer provided that:** 1. Every member of the joint venture is registered (as "Active") with the CIDB (at the time of tender closing). 2. The lead partner has a contractor grading designation in the CE class of construction work and has a grading designation of not lower than one level below the required grading designation; 3. The value of work to be undertaken by each partner must be within their CIDB grading limit. 4. The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations (2016) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations:

Designation	Deemed to satisfy joint venture arrangements
3	Three contractors registered in contractor grading designation 2
4	Three contractors registered in contractor grading designation 3
5	Two contractors registered in contractor grading designation 4 One contractor registered in contractor grading designation 4 and two registered in contractor grading designation 3
6	Two contractors registered in contractor grading designation 5 One contractor registered in contractor grading designation 5 and two registered in contractor grading designation 4
7	Two contractors registered in contractor grading designation 6 One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5
8	Three contractors registered in contractor grading designation 7
9	Three contractors registered in contractor grading designation 8

	5. Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defines precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. 6. The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and showing clearly the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit. **C. National Treasury Central Supplier Database Registration** Only Tenderers who are to be registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderers CSD registration number. Tenderers who are not registered are not precluded from submitting bids must be registered prior to Contract Award.

	In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture. Tenderers who wish to register as service providers on the CSD can register online at https://secure.csd.gov.za/Account/Register. **D. Attendance of A Compulsory Site Briefing** A COMPULSORY BRIEFING SESSION IS TO BE HELD ON 21 MAY 2024, 11:00am at Hilton Boardroom, 29 Hilton Avenue, Hilton, KZN. **E. Labour Intensive Construction** The tenderer must demonstrate that they have in their employment suitable qualified management and supervisory personnel with a minimum NQF 5 from a CETA accredited training provider in labour intensive construction. **F. Tenderer's Tax Clearance Matters** The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
C.2.1.3	Only those tenderers who can demonstrate that; a. they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies; for supervisory and management staff during the validity of the contract, are eligible to submit tenders. **Tender Qualification: Labour Intensive Contracts** To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria: a. Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project) and applying trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5. b. Liquid assets/or credit facilities covering the expected expenditures for two full work months. c. Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment d. The contractor will carry out the works using labour-based work methods as described in the Special Conditions of Contract The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor to worker ratio of 1:15 for effective supervision of Labour-intensive works for all LI activities.
C.2.1.4	**Schedule of Labour Content** The minimum unskilled labour Content for this Project, i.e., the minimum job creation targets on the project shall be **2%** of the construction value excluding VAT and Contingencies.
C.2.7	**Clarification Meeting**
	Add the following to the end of Clause F.2.7: The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender. Tenderers should be represented at the clarification meeting by a person or persons who are suitably qualified and experienced.

C.2.10	**Pricing the Tender Offer**
C.2.10.3	*Delete the contents of Clause C.2.10.3 and replace with the following:* This tender is NOT subject to Contract Price Adjustment. Only adjustments on special materials will be applicable.
C.2.12	**Alternative Tender Offers**
	Delete the contents of Clause C.2.12 and replace with the following: No alternative offers will be accepted. This includes offering fixed rates in lieu of Contract Price Adjustment.
C.2.13	**Submitting a tender offer**
C.2.13.2	*Delete the contents of Clause C.2.13.2 and replace with the following:* "Return all returnable documents to the Employer after completing them in their entirety. Notwithstanding the format in which the tender documents are issued to Tenderers, no electronic form of tender offers will be accepted. Where additional supporting documentation is provided or required in terms of the Returnable Schedules listed in T2.1: List of Returnable Schedules, this shall be placed in a file labelled "Supporting Documentation", and further labelled in accordance with C2.13.5 of T1.2: Tender Data. The file shall be provided with a Table of Contents matching the relevant items for T2.1 and shall be provided with labelled dividers for each of the corresponding sections wherein the supporting documentation shall be inserted. Failure to comply with these requirements may result in the tender being declared non-responsive. Notwithstanding any statement in any of the Returnable Schedules listed in T2.1 to the effect that supporting documentation must be attached to the associated Returnable Schedule, the supporting documentation must be placed in the supporting documentation files as stipulated above. The Schedule of Quantities must be fully and correctly filled in in by hand in black ink."
C.2.13.3	*Add the following at the end of Clause C.2.13.3:* Number of copies required is One (1) original. Telephonic, facsimile or e-mailed tender offers will not be accepted. The binding for the original volumes of the Tender Document may be dismantled but must be submitted in the original format in which they were issued by the Employer.
C.2.13.4	*Add the following after the first sentence of Clause C.2.13.4:* The tender shall be signed by a person duly authorised to do so.
C.2.13.5	*Add the following after the first sentence of Clause C.2.13.5:* The Employer's address for delivery of tender offers and identification details, to be shown on each tender offer package, are the following: **Location of Tender Box:** uMngeni Municipality Offices **Physical Address:** Cnr. Dicks & Somme Street, HOWICK, 3290 The identification details which must be stated in the tender offer outer package are: **Tender Number:** BID No.UMN 27/2023-24: APPOINTMENT OF THE SERVICE PROVIDER TO INSTALL A PERIMETER FENCING AT CURRY'S POST LANDFILL SITE (3SQ OR HIGHER)

C.2.13.6	*Delete the contents of Clause C.2.13.6 and replace with the following:* A two–envelope Procedure as described in Clause C.3.5 **will not be followed**.
C.2.15	**Closing Time: 12h00 at uMngeni Municipality Offices.**
C.2.15.1	*Add the following to the end of Clause C.2.15.1:* The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16	**Tender offer validity**
C.2.16.1	*Add the following to the end of Clause C.2.16.1:* The tender offer validity period is ninety (120) days from the closing date.
C.2.16.2	*Add the following to the end of Clause C.2.16.2:* The maximum extension on the tender offer validity period is 90days from the closing date.
C.2.17	**Clarification of Tender Offer after Submission**
	Add the following to the end of Clause C.2.17: a. A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer's written request for such clarification or confirmation. b. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.
C.2.23	**Certificates**
	The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.
C.3	**The employer's undertakings**
C.3.1	**Respond to Requests from the Tenderer**
C.3.1.1	*Delete the contents of Clause C.3.1.1 and replace with the following:* The Employer will respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew tender documents.
C.3.4	**Opening of Tender Submissions**
C.3.4.1	*Delete the contents of Clause C.3.4.1:* The time and location for Opening of the tender offers received will be: **Time:** 12H00 **Location:** uMngeni Municipality Offices
C.3.4.2	*Delete the following Clause C.3.4.2:* "Number of points claimed for its BBBEE status level"
C.3.7	**Grounds for rejection and disqualification**
	Add the following to the end of Clause C.3.7: Tenderers will be disqualified if any if,

	a. Any of the directors/shareholders of the Tenderer is listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector. b. If the Tender has completed the Compulsory Enterprise Questionnaire and is considered by the Employer to have a conflict of interest, which may impact on the Tenderers ability to perform the proposed contract in the best interest of the Employer or potentially compromise the tender process. c. If the Tenderer has persons in the service of the state who are not permitted to submit tenders or to participate in the contract".
C.3.8	**Test for Responsiveness**
C.3.8.2	*Add the following to the end of Clause C.3.8.2:* "Tenders will also be considered non-responsive if: a. The Tenderer offer does not meet any one of the eligibility criteria specified in Clause C.2.1 as amended. b. The Tenderer has not fully and correctly completed the Offer portion of C1.1 Form of Offer and Acceptance i.e. the price has not been completed in words and numbers, the Tenderers details are not completed fully and correctly, and the Tenderer has failed to sign the Form of Offer on pg. C1.1. c. If requested by the Employer during the tender evaluation process, the Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request. d. The Tenderer's price is based on fixed rates in lieu of Contract Price Adjustment. e. There are any other material deficiencies whereby the price submitted is not for the identical requirements and scope of work as other correctly completed tenders (such as failing to incorporate the requirements of Addenda where these materially affected the pricing e.g. where the Notice to Tenderers required additions or replacements of part or all of the Bill of Quantities and the submitted Bill of Quantities does not reflect these changes)." f. The Tenderer failed to declare with respect to participation in job creation using local labour, and the minimum percentage for labour content is less than what is specified in the contract data. g. The tenderer's price poses a financial risk based on the estimated project cost. The tenderer should prove to the satisfaction of the Employer that their price does not pose financial risk. The Employer reserves a right not to accept the tender offer should the tenderer fail to prove.
C.3.11	**Evaluation of tender offers**
C.3.11.1	General
	The evaluation of tender offers will be based on functionality, price and preference in accordance with the Preferential Procurement Regulations 2022, as amended. *a)* Price and preference *(80/20 preference system)* Tenders will be evaluated on price and preference in accordance with the Preferential Procurement Regulations, 2022. Preference points must be claimed using Returnable Schedule A6 - MBD 6.1 in accordance with the Employer's specific goals. **<u>Total Score for Price and Preference</u>** The points scored for a Tenderer in respect of Price will be added to the points scored in respect of Preference. Only the tender with the highest number of points may be selected, except in those instances permissible by legislation, practice notes or relevant policies.
C.3.13	**Acceptance of Tender Offer**
	Add the following to Clause C.3.13 (e)

	(e) The legal requirements for acceptance of the tender offer are: (i) **Tender Defaulters Register** - the Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. (ii) **Abuse of the SCM System** - the Tenderer has not abused the Employer's Supply Chain Management System and has not been given a written notice to the effect that he has failed to perform on any previous contract. (iii) **Declaration** - the Tenderer has indicated and declared whether a spouse, child or parent of the Tenderer is in the service of the State. (iv) **Fraud and Corruption** - the Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria: • having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; • having acted in a fraudulent or corrupt manner in obtaining this Contract; • having approached an officer or employee of the Employer or the Employer's Agentwith the object of influencing the award of a Contract in the Tenderer's favour; • having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; or • having disclosed to any other person, firm or company other than the Employer, theexact or approximate amount of his proposed Tender. The Employer may, in addition to using any other legal remedies, repudiate the Tender offer andacceptance and declare the Contract invalid should it have been concluded already.
C.3.17	**Provide Copies of the Contracts**
	Add the following to the end of Clause C.3.17: "The number of paper copies of the signed contract to be provided by the Employer is ONE."

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

	Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)
T.1.2.3.1	Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the latest amended Construction Regulations (2014) issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.
	In this regard the Tenderer shall submit with the tender, appended to Health and Safety Plan in T2.2 Returnable Documents, a detailed Health and Safety Plan prepared in accordance with the Health and Safety Specification (given in in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations).
T.1.2.3.2	**T.1.2.3.2 Claims Arising after Submission of Tender**
	No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Implementing Agent after the submission of any tender and the Tenderer shall be deemed to have: 1) Inspected the Tender Drawings and read and fully understood the Conditions of Contract. 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract. 3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby. 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Tender Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer. Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Implementing Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Implementing Agent in respect of errors in any tender due to the foregoing.
T.1.2.3.3	**Imbalance in Tendered Rates**
	In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper Balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it. The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price. Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

T.1.2.3.4	**Labour Intensive Construction / Use of Local Labour**
	Aspects of this project will be carried out in accordance with the provisions of EPWP. The contractor must make use of local labour in order to promote labour intensive construction, the labour-intensive works to be done under the contract is as stated below: • Excavations. • Concrete works • Fencing installation Recruitment of labour will be done in accordance with the uMngeni Local Municipality's EPWP Recruitment Guidelines. The latest gazetted government labour rate for the Construction industry will to be used in the contract for remuneration of local labour.

TABLE OF CONTENTS

PAGE NO.

T2: RETURNABLE DOCUMENTS AND SCHEDULES ..... RD. 2

T2.1: LIST OF RETURNABLE DOCUMENTS ..... RD. 2

T2.2: LIST OF RETURNABLE SCHEDULES AND FORMS ..... RD. 271

T2: RETURNABLE DOCUMENTS AND SCHEDULES

T2.1: LIST OF RETURNABLE DOCUMENTS (CHECKLIST)

The tenderer must complete and return documents all returnable document as listed below as part of his/her tender submission:

Form	Returnable Schedules (Documents) for Tender Evaluation Purposes	Yes/No
A1	Invitation to Bid (MBD 1)	
A2	Company / Cc / Partnership / JV / SP Registration Certificates and Certified ID copies of ALL directors, members and partners.	
A3	Certificate of attendance of Site Inspection Meeting	
A4	Declaration of Interest (MBD 4)	
A5	Preference Points claim form in terms of the Preferential Procurement Regulations 2022 (MBD 6.1)	
A6	Tenderer's B-BBEE verification certificate	
A7	Rates Clearance Certificate or Tenderer's utility bill	
A8	Contractor's CIDB Registration Certificate	
A9	Central Supplier's Database registration certificate (to include all parties if tenderer is a Joint Venture or Consortium)	
A10	Letter of Good Standing with Compensation Fund (COID)	
A11	Declaration of Bidder's Past SCM (MBD 8)	
A12	Independent Bid Determination (MBD 9)	
A13	Record of Addenda to Tender Documents	
A14	Contractor's Health and Safety Declaration *(Form concerning fulfilment of the Construction Regulations, 2014)*	

A1: INVITATION TO BID (MBD 1)

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UMNGENI LOCAL MUNICIPALITY)					
QUOTATION NUMBER:	**BID No.UMN 27/2023-24: APPOINTMENT OF THE SERVICE PROVIDER TO INSTALL A PERIMETER FENCING AT CURRY'S POST LANDFILL SITE (3SQ OR HIGHER)**	CLOSING DATE:	03 JUNE 2024	CLOSING TIME:	**12H00**
DESCRIPTION	**APPOINTMENT OF THE SERVICE PROVIDER TO INSTALL A PERIMETER FENCING AT CURRY'S POST LANDFILL SITE (3SQ OR HIGHER) BID NO: UMN 27/2023-24**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

CORNER DICKS & SOMME STREET
HOWICK
3290

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED				**TOTAL BID PRICE**	**R**	
SIGNATURE OF BIDDER	……			**DATE**		
CAPACITY UNDER WHICH THIS BID IS SIGNED						

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

A2: COMPANY / CC / PARTNERSHIP / JV / SP REGISTRATION CERTIFICATES

*[**NOTE:** Registration Certificates for Companies, Close Corporations and Partnerships, or JV Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors must be attached here. Tenderers must include certified ID copies of all directors, members and partners]*

In addition to the above, the tenderer must insert here certified copy of identity documents of directors, members or partners of the tendering entity.

ATTACH PROOF TO THIS PAGE

A3: CERTIFICATE OF ATTENDANCE OF SITE INSPECTION MEETING

BID No.UMN 27/2023-24: APPOINTMENT OF THE SERVICE PROVIDER TO INSTALL A PERIMETER FENCING AT CURRY'S POST LANDFILL SITE (3SQ OR HIGHER)

(Please print)

It is hereby CERTIFIED that I, ……. *(name)*

in my capacity as……and a duly authorized

representative of…….. (the TENDERER)

of (address)…….

in the company of…….. (the ENGINEER)

attended the official Site Inspection on …….. (date)

for and on behalf of the above-named Tenderer.

I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given by the above-named Engineer.

Particulars of person(s) attending the meeting:

Name: ..... Signature: .....

Capacity: .....

Name: …..…… Signature: .....

Capacity: .....

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

Name: .....…….....…….... Signature: .....

Capacity: .....……..... Date and Time: .....…….....

Municipality or Departmental Stamp

A4: DECLARATION OF INTEREST (MBD 4)

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

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

3.1 Full Name:……...

3.2 Identity Number: ……...

3.3 Position occupied in the Company (director, trustee, hareholder²) ……..

3.4 Company Registration Number: ……

3.5 Tax Reference Number: ……

3.6 VAT Registration Number: ……

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If so, furnish particulars.……

……..

3.9 Have you been in the service of the state for the past twelve months?..... **YES / NO**

3.9.1 If so, furnish particulars.……

……..

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

may be involved with the evaluation and or adjudication of this bid?..... **YES / NO**

3.10.1 If so, furnish particulars.……

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* MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

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

……..

3.11 Are you, aware of any relationship (family, friend, other) between any other BIDDER and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid…… **YES / NO**

3.11.1 If so, furnish particulars.……

……..

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If so, furnish particulars.……

……..

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If so, furnish particulars.……

……..

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related. companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If so, furnish particulars.……

……..

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ……..
Signature Date

……. …….
Position Name of TENDERER

A5: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
(a) Price; and
(b) Specific Goals.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where;

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Companies owned by 51% people who are youth (CSD will be used for verification)	10	
Bidder must be from uMngeni Local municipal area. (utility bill/ lease agreement/proof of residence and affidavit)	10	
Total Points Allocated to Specific Goals	**20**	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm…….

5.2. Company registration number: ……...

5.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct.
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process.
(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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

	…… **SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME:	……
DATE:	……
ADDRESS:	…… …… …… ……

A6: TENDERER'S B-BBEE VERIFICATION CERTIFICATE

Notes to tenderer:

1. The tenderer shall attach to this form a certified copy of a BEE Verification Certificate issued to the tenderer in accordance with the Codes of Good Practice promulgated in Gazette 36928 on 11 October 2013, as amended, and the amended PPPFA 2017 regulations with effect from 1 April 2017

2. In the event that the tenderer is a Trust, Joint Venture (JV) or consortium, the tenderer shall attach to this form a certified copy of a consolidated BEE Verification Certificate issued for the Trust, JV or consortium in accordance with the Codes of Good Practice promulgated in Gazette 36928 on 11 October 2013, as amended, and the amended PPPFA 2017 regulations with effect from 1 April 2017.

3. In the event that the tenderer is an Exempted Micro Enterprise as defined in the Codes of Good Practice promulgated in Gazette 36928 on 11 October 2013, as amended, the tenderer is required to submit with this tender a sworn affidavit certified by a Commissioner of Oaths or alternatively a certificate from the Companies and Intellectual Property Commission (CIPC), dated not earlier than 12 months prior to the closing date of the tender, confirming the following:

    a. Annual Total Revenue of R10 million or less; and
    b. Level of Black Ownership.

4. In the event that the tenderer is a Qualifying Small Enterprise as defined in the Codes of Good Practice promulgated in Gazette 36928 on 11 October 2013, as amended, the tenderer is required to submit with this tender a sworn affidavit certified by a Commissioner of Oaths, dated not earlier than 12 months prior to the closing date of the tender, confirming the following:

    a. Annual Total Revenue of R50 million or less; and
    b. Level of Black Ownership.

Tenderers are advised that any misrepresentation in the affidavits is a criminal offence. The tenderer is therefore advised to obtain a BEE Verification Certificate from a B-BBEE verification professional as defined in the Broad-Based Black Economic Empowerment Amendment Act 46 of 2013.

ATTACH PROOF TO THIS PAGE

A7: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE (PROOF OF LOCALITY)

uMngeni Municipality reserves the right to reject any tender if any municipal rates and tariffs or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than 90 days.

Tenderers are required to submit proof of payment of municipal rates and tariffs for the municipality in which the tender is being undertaken **and the** municipality in which their business address is recorded as per Companies and Intellectual Commission (CPIC) if different.

This serves to confirm that m**y municipal rates and taxes are paid up to date and the following is attached**:

1. An copy of the current municipal statement not owing more than 90 days, for the company and all its directors, indicating the status of payment of all municipal accounts and taxes, electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business/residence is situated or;

2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide copy of lease agreement and a recent statement from its landlord certifying that all the tenants' payments in respect of all municipal accounts and taxes i.e., electricity, water, refuse, rates and levies are paid up to date or;

3. In a case where the Service Provider cannot supply any of the above. The person would have to obtain a Rate Clearance Certificate from the Municipality that the person resides in. Service Provider would need a certified copy of the ID of all Directors and a certified copy of the company's registration document Tendering, to obtain a certificate; or

4. In a case where the directors are not liable for the payment of rates/taxes, an affidavit commissioned by SAPS stating that the director is not liable for the payment of rates must be submitted. In case the director does not own property/is a tenant, leasing agreement should be submitted to confirm the place of residence.

5. Tenders who are **not** registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councillor, but only if the residence is the same address as the business address, accompanied by an affidavit commissioned by SAPS.

ATTACH PROOF TO THIS PAGE IN TERMS OF THE ABOVE

A8: CONTRACTOR'S CIDB REGISTRATION CERTIFICATE

The Tenderer shall attach the Proof of Registration with CIDB here. Where the tenderer is a Joint Venture or Consortium, they must attach the CIDB combined certificate for the respective entities, as calculated on the CIDB website.

IT IS THE CONTRACTOR'S RESPONSIILITY TO ENSURE THAT THEY REFLECT AS "ACTIVE" ON THE CIDB'S ONLINE "REGISTER OF CONTRACTORS" FOR THE DURATION OF THE TENDER VALIDITY PERIOD. AN "INACTIVE" OR "SUSPENDED" REGSTRATION STATUS WILL INVALIDATE THE TENDER.

A9: CENTRAL SUPPLIER'S DATABASE REGISTRATION CERTIFICATE

The Tenderer shall attach the Proof of Registration with CSD here. Where the tenderer is a Joint Venture or Consortium, they must ***all*** *attach the respective CSD registrations here.* ***Full registration report must be submitted with the tender and be printed not older than 7 days before the closing date of the bid)***

ATTACH PROOF HERE

A10: LETTER OF GOOD STANDING WITH COMPENSATION FUND (COID)

*[**NOTE:** The tenderer's Workmen's Compensation Registration Certificate in accordance to the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993, is to be attached here].*

ATTACH PROOF HERE

A10: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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 TENDERER may be rejected if that TENDERER, 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	Is the TENDERER or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the TENDERER or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the TENDERER 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 ☐	No ☐
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the TENDERER 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 ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the TENDERER 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 ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

……..... SIGNATURE

…….. DATE

…….. POSITION

…… NAME OF TENDERER

A12: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *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 TENDERER if that TENDERER 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:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] 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.

I, the undersigned, in submitting the accompanying bid:

APPOINTMENT OF THE SERVICE PROVIDER TO INSTALL A PERIMETER FENCING AT CURRY'S POST LANDFILL SITE (3SQ OR HIGHER) BID No.UMN 27/2023-24

(Bid Number and Description)

in response to the invitation for the bid made by: **uMNGENI LOCAL MUNICIPALITY**

(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 TENDERER)

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 TENDERER to sign this Certificate, and to submit the accompanying bid, on behalf of the TENDERER;
4. Each person whose signature appears on the accompanying bid has been authorized by the TENDERER to determine the terms of, and to sign, the bid, on behalf of the TENDERER;
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 TENDERER, whether or not affiliated with the TENDERER, 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 TENDERER and/or is in the same line of business as the TENDERER
6. The TENDERER 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[3] 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 TENDERER, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to 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.

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

……	……
SIGNATURE	DATE
……	……
POSITION	NAME OF TENDERER

A13: RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer and are attached hereto.

Addendum No.	Date	Title or Details
1		
2		
3		
4		
5		

PLEASE ATTACH TO THIS PAGE A COMPLETE COPY OF EACH ADDENDUM ISSUED.

NAME: …… POSITION: ……..

SIGNATURE: .....…… DATE: …….....

(of person authorised to sign on behalf of the Tenderer)

"FAILURE TO COMPLETE, SIGN AND DATE THIS FORM OR FAILURE TO ACKNOWLEDGE RECEIPT OF EACH ADDENDUM ISSUED OR FAILURE TO RETURN WITH THE TENDER SUBMISSION A COMPLETE COPY OF EACH ADDENDUM ISSUED SHALL RESULT IN THE TENDER BEING CONSIDERED NON-REPONSIVE IN TERMS OF SUBCLAUSE F.3.8 OF THE CONDITIONS OF TENDER AND SUCH A TENDER SHALL BE REJECTED."

A14: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

[NOTE: this form must be completed concerning fulfilment of the construction regulations, 2014]

In terms of Regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

YES	
NO	

2 Proposed approach to achieve compliance with the Regulations (Tick)

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

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

.....

.....

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

.....

.....

5 Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

.....

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

YES	
NO	

7 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, 1993 (Act No 130 of 1993)(COID).

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.

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

1 ..... ID NO: .....

2 ..... ID NO: .....

T2.2: RETURNABLE SCHEDULES

The tenderer must complete and submit the following returnable schedules and documents:

Form	Returnable Schedules (Documents) that will be incorporated into the contract	Yes/No
B1	Tenderer's Financial standing	
B2	Certificate of Authority For Signatory	
B2.1	Certificate of Authority for Joint Ventures	
B2.2	Joint Venture Disclosure Form	

Form	Other Returnable Schedules (Documents)	Yes/No
B3	Schedule of Current Commitments	
B4	Forms for Functionality points	
B4.1	Company Experience	
B4.2	Schedule of plant and equipment	
B4.3	Proposed Key personnel	
B4.4	Quality Control Plan	
B4.5	EPWP Requirements	
~~B4.6~~	~~Compulsory subcontracting~~	
B5	Certificate for Insurance Cover	
B6	Preliminary Construction Programme	
B7	Estimated Monthly Expenditure	
B8	Compulsory Enterprise Questionnaire	

*[**NOTE**: Each form must be completed fully the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure to complete the schedules and forms to the satisfaction of the Employer will, inevitably, prejudice the tender and may lead to rejection claiming the tender is not responsive].*

B1: TENDERER'S FINANCIAL STANDING (FINANCIAL REFERENCES)

Details of Company's Bank

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	
Fax number	
Account number	

Tenderer's Tax Details

Tenderer's VAT vendor registration number: .....

Tenderer's SARS tax reference number: .....

NAME: …… POSITION: ……..

SIGNATURE: .....…… DATE: …….....

(of person authorised to sign on behalf of the Tenderer)

B2: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example for a company is shown below:

"I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

……

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or

……

……

*Delete whichever is inapplicable

NAME	**SIGNATURE**	**DATE**
NAME	**SIGNATURE**	**DATE**

WITNESS:

NAME	**SIGNATURE**	**DATE**
NAME	**SIGNATURE**	**DATE**

B2.1: CERTIFICATE OR AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

Mr/Ms ..... , authorised signatory of the company, close corporation or

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature : ..... Name : ..... Designation : .....
		Signature : ..... Name : ..... Designation : .....
		Signature : ..... Name : ..... Designation : .....
		Signature : ..... Name : ..... Designation : .....

Note:
A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

B2.2: JOINT VENTURE DISCLOSURE FORM *(THIS IS REQUIRED IN ADDITIONTO THE JV AGREEMENT)*

GENERAL

i. All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
ii. A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
    a. the contributions of capital and equipment
    b. work items to be performed by the Affirmable Joint Venture Partner's own forces
    c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.

iii. Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
iv. ABE partners must complete ABE Declaration Affidavits.
v. The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
vi. Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

a) Name
.....
..

b) Postal address
.....
..

.....
..
c) Physical address
.....
..

.....
..

.....
..
d) Telephone
.....
..
e) Fax
.....
..

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm
.....

Postal Address
.....

Physical Address
.....

Telephone
.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm
.....

Postal Address
.....

Physical Address
.....

Telephone
.....

Fax
…….....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....
(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm
.....

Postal Address
.....

Physical Address
.....

Telephone
.....

Fax
.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....
...
3.2(a) Name of Firm
.....
Postal Address
.....
Physical Address
.....
Telephone
.....
Fax
.....
Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....
...

3.3(a) Name of Firm
.....

Postal Address
.....

Physical Address
.....

Telephone
.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....
.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s) .....
%

b) Non-Affirmable Joint Venture Partner ownership percentage(s) .....
%

c) Affirmable Joint Venture Partner percentages in respect of : *

i) Profit and loss sharing
.....

ii) Initial capital contribution in Rands
.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

iii) Anticipated on-going capital contributions in Rands .....

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

.....

.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	**PARTNER NAME**
a.		
b.		
c.		
d.		
e.		

	AFFIRMABLE JOINT VENTURE PARTNERS	**PARTNER NAME**
a.		
b.		
c.		
d.		
e.		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

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

a) Joint Venture cheque signing

.....

.....

.....

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

.....

.....

.....

c) Signing, co-signing and/or collateralising of loans

.....

.....

.....

d) Acquisition of lines of credit

.....

.....

.....

e) Acquisition of performance bonds

.....

.....

.....

f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

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

a) Supervision of field operations

.....

b) Major purchasing

.....

c) Estimating

.....

d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

a) Identify the "managing partner", if any,

.....

.....

.....

.....

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	**NAME**	**PARTNER***

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. PERSONNEL

a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NONAFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

.....
..

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

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

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

Signature.....
...

Duly authorised to sign on behalf of
.....

Name.....
..

Address.....
..

Telephone.....
..

Date.....
..

Signature.....
...

Duly authorised to sign on behalf
of.....

Name.....
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Address.....
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Telephone.....
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Date.....
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Signature.....
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Duly authorised to sign on behalf
of.....

Name.....
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Address.....
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Telephone.....
..

Date.....
.

Signature.....
...

Duly authorised to sign on behalf
of.....

Name.....
..

Address.....
...

Telephone.....
..

Date.....
.

B3: SCHEDULE OF CURRENT COMMITMENTS

NOTE:

1. The Tenderer shall list below all Contracts currently under construction or awarded and about to commence and Tenders for which offers have been submitted but awards not yet made.
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
3. The lists must be restricted to not more than 20 Contracts and 20 Tenders. If a Tenderer's actual commitments or potential commitments are greater than 20 each, those listed should be in descending order of expected final contract value or sum tendered.]

Table 1 Contracts awarded				
Client	Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date

Table 2 TENDERS NOT YET AWARDED				
Client	Project	Sum Tendered (incl. VAT)	Tendered Duration (Months)	Expected commencement

NAME: …… POSITION: ……..

SIGNATURE: .....…… DATE: …….....

(of person authorised to sign on behalf of the Tenderer)

B4: FORMS FOR FUNCTIONALITY POINTS

B4.1: COMPANY EXPERIENCE

*[**NOTE**: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture]*

The Tenderer shall list below the last ten civil engineering contracts of a similar nature that they have been awarded. This information is material to the award of the Contract. The tenderer must also attach the Letter of Appointment, Completion Certificate and Reference letters for the respective projects.

EMPLOYER (Name, Tel and Fax number)	**CONSULTING ENGINEER** (Name, Tel and Fax number)	**NATURE OF WORK** (Brief summary with special mention of similarities with this project and Functionality Criteria)	**VALUE OF WORK**	**YEAR OF COMPLETION**

NAME: …… POSITION: ……..

SIGNATURE: .....…… DATE: …….....

(of person authorised to sign on behalf of the Tenderer)

REFERENCE LETTER TEMPLATE TO BE USED BY TENDERERS

CONTRACTOR NAME	
CLIENT NAME	
DESCRIPTION OF WORK COMPLETED	
VALUE OF WORK COMPLETED	
NAME OF MUNICIPAL REPRESENTATIVE	
CONTACT DETAILS	
DATE	

ACTION	ABOVE AVERAGE	AVERAGE	POOR	UN-ACCEPTABLE	REMARKS
Financial Capacity					
Adequacy of plant & Equipment					
Contract Administration					
Programming of Work & time of completion					
Workmanship					
Reaction to instructions					
Relationship with labour force / community					

OTHER GENERAL COMMENTS

_____

_____

_____

**Kindly mark the appropriate blocks and return to us on Khanyi.mncube@umngeni.gov.za*

Municipal Representative Name: _____ Signature: _____

NOTE: *All information contained in this document is confidential and is solely for the purposes of adjudicating the above referenced tender. We thank you for your assistance.*

Municipality/Departmental date stamp

B4.2: SCHEDULE OF PLANT AND EQUIPMENT

Each partner to a joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

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

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

DESCRIPTION ***(type, size, capacity etc.)***	**QUANTITY**	**YEAR OF MANUFACTURE**

Attach additional pages if more space is required

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

DESCRIPTION ***(type, size, capacity etc.)***	**QUANTITY**	**HOW ACQUIRED**	
		HIRE/ BUY	**SOURCE**

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

NAME: …… POSITION: ……..

SIGNATURE: .....…… DATE: …….....

(of person authorised to sign on behalf of the tenderer)

B4.3: PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the Contract should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities. Form A3 will used to evaluate the functionality of the submission. An organogram and employee CV's need to be appended to this form

DESIGNATION	**NAME AND NATIONALITY OF:** **(i) NOMINEE** **(ii) ALTERNATE**	**SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION**
CONSTRUCTION MANAGER/SITE AGENT	i. ii.	i. ii.
FOREMAN	i. ii.	i. ii.

CURRICULUM VITAE OF KEY PERSONNEL (SITE AGENT)
FILL IN TEMPLATE CV AND ATTACH CERTIFIED QUALIFICATIONS AND CERTIFICATES HERE

SURNAME	**:**	
FIRST NAME(S)	**:**	
DATE OF BIRTH	**:**	
PROFESSIONAL REGISTRATION No.	**:**	
YEAR OF JOINING FIRM	**:**	
ENVISAGED ROLE IN PROJECT	**:**	
YEARS OF EXPERIENCE	**:**	

SUMMARY OF PROJECT RELATED EXPERIENCE		
Project Description		**Project Role and Duties**
Client: **Employer:** **Project name:** **Project Value:**		
Client: **Employer:** **Project name:** **Project Value:**		
Client: **Employer:** **Project name:** **Project Value:**		
Client: **Employer:** **Project name:** **Project Value:**		

Client: **Employer:** **Project name:** **Project Value:**		
EDUCATION		
Year	**Institution**	**Qualification Obtained**
PROFESSIONAL REGISTRATION		
Institution		**Registration Category**
OTHER TRAINING & CERTIFICATION		
CERTIFICATION BY KEY PERSONNEL		
I, the undersigned, _____certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. SIGNATURE: ..... DATE: ….....		

NAME: …… POSITION: ……..

SIGNATURE: .....…… DATE: …….....

(of person authorised to sign on behalf of the Tenderer)

CURRICULUM VITAE OF KEY PERSONNEL (FOREMAN)
FILL IN TEMPLATE CV AND ATTACH CERTIFIED QUALIFICATIONS AND CERTIFICATES HERE

SURNAME		**:**	
FIRST NAME(S)		**:**	
DATE OF BIRTH		**:**	
YEAR OF JOINING FIRM		**:**	
ENVISAGED ROLE IN PROJECT		**:**	
YEARS OF EXPERIENCE		**:**	
SUMMARY OF PROJECT RELATED EXPERIENCE			
Project Description			**Project Role and Duties**
Client: **Employer:** **Project name:** **Project Value:**			
Client: **Employer:** **Project name:** **Project Value:**			
Client: **Employer:** **Project name:** **Project Value:**			
Client: **Employer:** **Project name:** **Project Value:**			

Client: **Employer:** **Project name:** **Project Value:**		
EDUCATION		
Year	**Institution**	**Qualification Obtained**
OTHER TRAINING & CERTIFICATION		
CERTIFICATION BY KEY PERSONNEL		
I, the undersigned, _____certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. SIGNATURE: ..... DATE: ….....		

NAME: …… POSITION: ……..

SIGNATURE: .....…… DATE: …….....

(of person authorised to sign on behalf of the Tenderer)

B4.4: QUALITY CONTROL PLAN

[The Tenderer shall attach the required document here.]

The Method Statement must respond to the Scope of Work and outline the proposed approach/ methodology including that relating to programme and method statement. Tenderers shall note that health and safety and environmental approach papers are submitted and evaluated on separate schedules with this tender but should be clearly referenced to. The Method Statement should state/indicate what value add the Tenderer will provide in achieving the stated objectives for the project.

The Tenderer must as such explain his/her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance and explain the technical approach he/she would adopt to address them. The Method Statement should explain the methodologies which are to be adopted and demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include reference to the quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The Tenderer must attach his/her approach paper to this page. The approach paper should be between 5 and 7 pages.

The scoring of the Tenderer's quality control procedures will be as per the criteria listed in C1.8.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

B4.5: EPWP REQUIREMENTS

a. Schedule of Labour Content

The Tenderer shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Proof of citizenship or work visa may be audited during the contract period.

The creation of one job shall mean the employment, for any period, of one such unskilled or semi-skilled labourer from the local community.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out in Part E: Expanded Public Works Programme (EPWP) of the project specifications.

The number of jobs to be created using such local labour is inclusive of the local labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including the small development subcontractors in terms of Part F: Small Contractor Development of the project specifications.

The number of jobs to be created using such local labour shall include for a minimum percentage allocation to the following individual targeted groups:

- 60% Women;
- 55% Youth; and
- 2% Disabled.

The minimum required content of such local labour for this project shall be calculated as follows:

$$\text{Minimum required content of such local labour (\%)} = \frac{(100 \times \text{amount spent on wages for such local labour (excluding VAT)})}{(\text{Subtotal 1* (excluding contingencies, contract price adjustment and VAT))}}$$

*Subtotal 1 is obtained from the Tender Summary under in the Bill of Quantities

The minimum required content of such local labour for this project shall be 2.00%.

For purposes of completing the table on the next page containing the Tenderer's declaration with respect to participation in job creation using local labour, the value of Subtotal 1* (excluding contingencies, contract price adjustment and VAT) which is obtained from the Tender Summary under C2.2 Bill of Quantities, shall be used.

TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

The Tenderer shall complete the table below reflecting the anticipated local labour force to be employed on this contract, including such local labour employed by subcontractors.

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled or semi-skilled labourers, recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), including for a minimum allocation of 60% Women, 55% Youth and 2% Disabled:

The minimum required content of such local labour for this project shall be calculated as follows:

Local labour comprising unskilled or semi-skilled labourers recruited from the local community	**Anticipated number of jobs to be created**	**Total number of person-days anticipated**	**Wage rate per person-day (excluding VAT) (Rand)**	**Total wage cost (excluding VAT) (Rand)**
Contractor's local labour content				
Subcontractors' local labour content				
Total anticipated wage cost of local labour content (excluding VAT)				R
Subtotal 1* (excluding contingencies, contract price adjustment and VAT)				R
Hence anticipated local labour content expressed as a percentage of Subtotal 1* (excluding contingencies, contract price adjustment and VAT)) ***Note: Should this percentage not equal or exceed the specified minimum percentage, the Tender will be considered non-responsive in terms of subclause C.3.8 of the Conditions of Tender and such a tender shall be rejected.***				%
Specified minimum local labour content				2.0%

A penalty shall be applied to any shortfall in the local labour content achieved when measured against the specified minimum local labour content, as set out in Part E: Expanded Public Works Programme (EPWP) of the project specifications. The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled), only to shortfalls in the total local labour content achieved.

*[**NOTES**:*

(1) Labour is defined as hourly paid personal.

(2) The penalty for non-compliance during the contract or fraudulent disclosure is discussed in CONTRACT DATA section.]

b. Name of Training Institution

uMngeni Local Municipality will assess the proposed training and should it be in line with is current program, the same will be adopted. The municipality however reserves the right to formulate its own program or a combination of both, should the proposed training not be in line with its requirements.

Name of Program

Trainers Name	**Qualification**	**Subject**

***[Note**s:*

(1) Provide details here, or attached hereto, the subjects to be covered and the manner in which training is to be delivered.]

The specifications as outlined in C.3.3 Particular Specifications of the SCOPE OF WORKS must be read in conjunction with this section.

NAME: …… POSITION: ……..

SIGNATURE: .....…… DATE: …….....

(of person authorised to sign on behalf of the Tenderer)

Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

B5: CERTIFICATE FOR INSURANCE COVER

*[**NOTE**: In the event of the Tenderer being a joint venture/consortium, the details of the individual members must also be provided.]*

The Tenderer shall provide the following details of this insurance cover:

i) Name of Tenderer: .....

ii) Period of Validity: .....

iii) Value of Insurance:

- Insurance for Works: Performance Guarantee **(the allowable minimum value for costs incurred by the Employer due to the failure of the contractor to execute the Contract is 10% of the award value)**

  Company: .....

  Value: .....

- Insurance for Works: Retention Guarantee **(the allowable minimum to safeguard the Employer against latent defects and to incentivise the Contractor to compete the contract is 10% of the award value)**

  Company: .....

  Value: .....

- General Public Liability **(the allowable minimum value is R10 000 000.00)**

  Company: .....

  Value: .....

- Insurance for Contractor's equipment and works taken by the contractor

  Company: .....

  Value: .....

- Insurance for Contractor's personnel

  Company: .....

  Value: .....

- SASRIA

  Company: .....

  Value: .....

B6: PRELIMINARY CONSTRUCTION PROGRAMME

The Tenderer shall attach a preliminary programme, to this Form.

This programme shall:

- be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of execution of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. A sample of a typical programme is attached to C.3.2 Particular Specifications of the SCOPE OF WORKS,
- indicate the point where the Tenderer intends to commence work operations and the direction in which the work will proceed.
- be in accordance with the information provided in Form B4.2: Schedule of plant and equipment, Form B7: Estimated monthly expenditure, and with all other aspects of the Tender; and indicate planned working hours.

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

NAME: …… POSITION: ……

SIGNATURE: .....…… DATE: …….....

(of person authorised to sign on behalf of the Tenderer)

B7: ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amount for contingencies must not be included.

MONTH	VALUE
1	R .....
2	R .....
3	R .....
4	R .....
5	R .....
6	R .....
	.....
	COMPLETION OF CONTRACT
TOTAL	R .....

NAME: …… POSITION: ……

SIGNATURE: .....…… DATE: …….....

(of person authorised to sign on behalf of the Tenderer)

B8: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise: . . . . . .

Section 2: VAT registration number, if any: . . . . . .

Section 3: CIDB registration number, if any: . . . . . .

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

Section 6: Record of service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

(a)
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct;

NAME: …… POSITION: ……

SIGNATURE: .....…… DATE: ….....

(of person authorised to sign on behalf of the Tenderer)

THE CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

TABLE OF CONTENTS

PAGE NO.

C1: AGREEMENTS AND CONTRACT DATA ..... C. 3

C1.1: FORM OF OFFER AND ACCEPTANCE ..... C. 3

C1.2: CONTRACT DATA ..... C. 9

C1.3: PERFORMANCE GUARANTEE ..... C. 17

C1.4: RETENTION MONEY GUARANTEE ..... C. 20

C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993 ..... C. 22

C1.6: FUNCTIONALITY CRITERIA ..... C. 24

C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

A: Offer

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

BID No.UMN 27/2023-24: APPOINTMENT OF THE SERVICE PROVIDER TO INSTALL A PERIMETER FENCING AT CURRY'S POST LANDFILL SITE (3SQ OR HIGHER)

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

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

Amount in Words.....

……..…

……

R……..……..…. (in figures).

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

For the Tenderer:

Signature: **……..**

Name: **……..**

Capacity: **……..**

Name and address of organisation:

……

……

……

Signature and name of witness:

Signature: **……**

Name: **……**

Date: **……**

This form is to be completed by the Employer only

C.1.1.2: Acceptance

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

The terms of the contract, are contained in

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

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

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

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.

For the Employer:

Signature: ……

Name: ……

Capacity: ……

Name and address of organisation:

……

……

……

Signature and name of witness:

Signature: ……

Name: ……

Date: ……

This form is to be completed by the Employer and the successful tenderer only, upon acceptance of the successful tenderer's offer

C1.1.3: Schedule of Deviations

Notes:

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

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

1 **Subject:** .....

Details: .....

.....

2 **Subject:** .....

Details: .....

.....

3 **Subject:** .....

Details: .....

.....

4 **Subject:** .....

Details: .....

.....

5 **Subject:** .....

Details: .....

.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the

documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature: .....

Name: ....

Capacity: ....

Tenderer: *(Name and address of organisation)* .....

....

Witness:

Signature: .....

Name: .....

Date: .....

FOR THE EMPLOYER:

Signature: .....

Name: ....

Capacity: ....

Employer: *(Name and address of organisation)* .....

....

Witness:

Signature: .....

Name: .....

Date: .....

C1.2: CONTRACT DATA

C1.2.1: GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (3rd Edition 2015), (abbreviated title: "GCC 2015"), published by the South African Institution of Civil Engineering, is applicable to this Contract and is obtainable from **www.saice.org.za**.

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011- 805 5947, Fax: 011 – 805 5971).

The Contract Data referred to in the General Conditions of Contract follow, with the Data to be completed Employer furnished. The Tenderer is to provide his details in the spaces provided.

It is agreed that the only variations from the GCC 2015 are those set out hereafter under "C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT".

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the GCC 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the GCC 2015, and an appropriate heading.

C1.2.1.2.2 AMENDMENTS TO THE GCC 2015

SCC 1.1 Definitions

Add the following to the end of Clause 1.1:

"SCC 1.1.1.35 "Targeted Enterprise" means an enterprise as defined in Part B: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works."

SCC 4.1.1 Extent of Contractor's obligations

Add the following new paragraph to the end of Clause 4.1.1:

"If the Contractor fails to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprises in terms of Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement."

SCC 4.10.1 Engagement of employees

Add the following to Clause 4.10.1:

"The contractor shall pay rates and wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out, as stated in the Contract Data."

SCC 5.14.4 Certification of Completion

*Insert the following in the first sentence after the words "*has been duly completed,*":*

"and the Contractor has submitted the information stated in the Contract Data,".

SCC 5.14.6 Occupation by the Employer

Add the following to Clause 5.14.6:

"The use of any completed roadway or parts of the Works, whether for unhindered use by the public or for accommodation of traffic, while other parts are being constructed, shall not constitute occupation of the Works by the Employer."

SCC 6.2 Security

SCC 6.2.1 Delivery of security

In the last two lines of Clause 6.2.1, delete the words "the type of security for the due performance of the Contract, as selected in the Contract Data" *and replace them with the words* "a fixed performance guarantees as security for the due performance of the Contract in accordance with the Contract Data Part A: Data Provided by the Employer"*.*

Delete the entirety of Clause 6.2.2 and replace it with the following:

"SCC 6.2.2 Contractor failing to provide security.

If the Contractor fails to provide the required fixed performance guarantee within the time period stipulated in the Contract Data, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employer's right to terminate the Contract in terms of Clause 9.2."

SCC 6.2.3 Validity of performance guarantee

Delete the entirety of the first sentence of Clause 6.2.3 and replace it with the following:

"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion is issued."

Additional Special Conditions of Contract

The following additional Special Conditions of Contract clauses SCC 1.1 and SCC 5.3 shall apply only in those circumstances where the Employer is required to apply for a construction work permit in terms of Construction Regulation 3(1):

SCC 5.3 Commencement of the Works

Delete the entirety of Clauses 5.3.1, 5.3.2 and 5.3.3 and replace them with the following:

"SCC 5.3.1 Commencement of the Works

Upon the Employer's Agent's instruction, the Contractor shall, save as may be otherwise provided in the Contract, or be legally or physically impossible, commence carrying out the Works. Such instruction shall be provided not later than 14 days after the Commencement Date. Such instruction shall be subject to:

SCC 5.3.1.1 The timely submission by the Contractor, and approval by the Employer's Agent, of documentation required before commencing to carry out the Works and before the Employer applying for a permit to do construction work, as set out in the Contract Data,

SCC 5.3.1.2 Application by the Employer for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014, and

SCC 5.3.1.3 Receipt by the Employer of the permit to do construction work.

SCC 5.3.2 Unacceptable documentation

If the documentation referred to in Clause SCC 5.3.1 is not submitted within the number of days stipulated in the Contract Data from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect, or if such documentation is found to be unacceptable, the Employer may terminate the Contract in terms of Clause 9.2.

SCC 5.3.3 Time to instruct commencement of the Works

Where the Contractor delays the submission by the Employer of the application for a permit to do construction work and such permit is not received within 14 days following the Commencement Date such that the Employer's Agent's instruction to commence carrying out the Works cannot be given, without prejudice to the Employer's rights to terminate the contract under Clause 9.2, the Employer's Agent shall delay issuing the instruction to commence carrying out the Works until such time as the permit to do construction work has been received. The Contractor shall have no entitlement under Clause 5.12 to an extension of time for Practical Completion.

Where the permit to do construction work is not received within the 14-day period following Commencement of the Contract for reasons not attributable to the Contractor, the Employer's Agent shall delay the instruction to commence the Works and the Contractor shall be entitled to make a claim in accordance with Clause 10.1."

C1.2.2: CONTRACT DATA (APPLICABE TO THIS CONTRACT)

PART A: DATA PROVIDED BY THE EMPLOYER

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
1	**GENERAL**
1.1.1.13	The Defects Liability Period is 6 months
1.1.1.14	The time for achieving Practical Completion is **3 month** from the Commencement Date, including non-working days and special non-working days.
1.1.1.15	The Name of Employer: **uMngeni Local Municipality**
1.1.1.16	The Name of Employer's Agent: N/A
1.1.1.26	Pricing Strategy: The Contract is to be a Re-measurement Contract.
1.2.1.2	**Address of the Employer:** Corner Dicks & Somme Street HOWICK 3290 Email address: Khanyi.mncube@umngenI.gov.za Tel: +27 33 239 9259
1.2.1.2	Address of the Employer's Agent: N/A
4	**CONTRACTOR'S GENERAL OBLIGATIONS**
SCC 4.1.1	The contract participation goal for local labour content is 2.00%. The penalty for failing to achieve the monetary value of the above target set by the Employer for local labour content in terms of Part F: Expanded Public Works Programme of section C3.3 Particular Specifications in Part C3: Scope of Work, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.
SCC 4.10.1	The wage rates and conditions of labour employed under the Expanded Public Works Programme, shall comply with the Ministerial Determination 4, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012. **The wage rate should not be less than R250 per day**.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
5	**TIME AND RELATED MATTERS**
5.3.1 and 5.3.2	Where the Employer **is not required** to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within 14 days from the Commencement Date: The documents required before commencing to carry out the Works: • Health and Safety Plan (refer to Clause 4.3); • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3); • Proof of registration and good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) (refer to Clause 4.3); • Initial Programme (refer to Clause 5.6); • Security (refer to Clause 6.2); and • Insurance (refer to Clause 8.6)
SCC 5.3.1 and SCC 5.3.2	Where the Employer **is required** to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within 14 days from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect: The documents required before commencing to carry out the Works: • Health and Safety Plan (refer to Clause 4.3) • Initial Programme (refer to Clause 5.6) • Security (refer to Clause 6.2) • Insurance (refer to Clause 8.6) • Form C1.7 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications). And: The documents required by the Employer to apply for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014: • Temporary works designer's appointment duties in terms of Regulation 6(2) as have been agreed upon plus proof of registration with ECSA *[CR 3(5)(b)(iii) read with CR 5(1)(e) and CR 6(2)]*; • Evidence that the contractor has made adequate provision for the cost of Health and Safety, i.e., Bill of quantities *[CR 3(5)(b)(iii) read with CR 5(1)(g)]*; • Evidence that the Principal contractor has the necessary competencies to carry out construction work safely, viz., schedule of activities, relevant appointments and proofs of competency *[CR 5(1)(h)]*; • Valid Letter(s) of Good Standing for the appointed Principal Contractor(s) *[CR 3(5)(b)(ii) read with CR 5(1)(j)]*.
5.8.1	The non-working days are Sundays. The special non-working days are the construction industry year end break, all foreseeable statutory election days as declared by National Government, and the following statutory public holidays as declared by National Government:

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill. The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.
5.13.1	The penalty for failing to complete the Works is **0,10% of the Contract Sum per day** up to a maximum of four thousand six hundred rands **(R4,600.00)** per day calculated in line with the Department of Public Works Procurement Documentation Guidelines.
5.14.1	The requirements for achieving Practical Completion are as stated in clause 1210 of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 Edition, as amended in clause B1210 in Part B of C3.2: Project Specifications where applicable.
5.16.3	The latent defects period is 10 years.
6	**PAYMENT AND RELATED MATTERS**
6.2.1 and SCC 6.2.1	The security to be provided by the Contractor shall be: Fixed Performance Guarantee of 10% of the accepted Contract Sum.
6.5.1.2.3	The percentage allowance to cover overhead charges is 15%.
6.8.2 and SCC 6.8.2	Contract Price Adjustment shall not be applicable.
6.8.3	Price adjustments for variations in the costs of special materials are allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80% (subject to provision of Indemnity for Materials on Site)
6.10.3	The percentage retention on the amounts due to the Contractor is 10% of Contract Sum. A retention guarantee in lieu of a cash retention is permitted.
6.10.4	Payment to sub-contractor for work completed must be made within 30 days of the submission of the invoice from the sub-contractor to the main contractor.
8	**RISKS AND RELATED MATTERS**
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is nil.
8.6.1.1.3	The amount to cover professional fees for repairing or reinstatement of damage to the Works to be included in the insurance sum is NIL.
8.6.1.2	Special Risks Insurance issued by SASRIA is required.
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000,00 (ten million Rands only) for any single liability claim. Liability insurance shall include spread of fire risk.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
10	**CLAIMS AND DISPUTES**
10.5.3	The number of Adjudication Board Members to be appointed is one.
10.7.1	Dispute Determination shall be by Arbitration with the arbitrator chose by the sitting chairperson of the Association of Arbitrators Southern Africa NPC.
10.8.1	Unresolved disputes shall be determined by court proceedings.
G1003 Refer to Part C3: Scope of Works, section C3.3 Particular Specifications, Part G: Small Contractor Development	**CONTRACT PARTICIPATION** **(b) Contract Participation Targets** There is no Contract Participation Target on this Contract.

PART 2: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract.

<table>
<tr><th>REFERENCE</th><th>CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR</th></tr>
<tr><td>1.

Clause 1.1.1.9:

Clause 1.2.1.2:</td><td>GENERAL

Name of the Contractor: ……

……..

Address of the Contractor:

<u>Physical:</u> <u>Postal:</u>
....
....
....
....</td></tr>
<tr><td>6.

Clause 6.8.3:</td><td>PAYMENT AND RELATED MATTERS

The Tenderer shall complete Table 1 below with respect to each of the special materials listed. This information shall be used to calculate the variation in cost of the special materials.

The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price to be provided by the Tenderer is the ruling price on the first of the month prior to the month in which the closing date for the Tender falls.

Table 1

<table>
<tr><td>SPECIAL MATERIALS</td><td>UNIT*</td><td>RATE OR PRICE FOR THE BASE MONTH</td></tr>
<tr><td>Bitumen (50/70)</td><td>tonne</td><td>……</td></tr>
</table>

* Indicate whether the material shall be delivered in bulk or in containers.
When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence.

Signed on behalf of Tenderer: …….</td></tr>
</table>

C1.3: PERFORMANCE GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

1. GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: ……

Physical address: ……

"Employer" means: ……..

"Contractor" means: ……

"Employer's Agent" means:
……

"Works" means: ……

"Site" means: ……

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

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

Amount in words: ……

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

Amount in words: ……

Type of Performance Guarantee: ……. *(Insert Variable or Fixed)*

"Expiry Date" means: …… *(Give date)* or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

2. CONTRACT DETAILS

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

3. GUARANTOR'S LIABILITY

3.1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

3.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

3.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

4. CONDITIONS APPLICABLE TO THIS PERFORMANCE GUARANTEE

4.1 The Guarantor hereby acknowledges that:

4.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

4.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

4.2 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.2.1 to 4.2.3:

4.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.2;

4.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.2.1 and the sum certified has still not been paid;

4.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.2.

4.3 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

4.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4.3; or

4.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 4.3; and

4.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

4.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.2 and 4.3 shall not exceed the Guarantor's maximum liability in terms of 3.1.

4.5 Where the Guarantor has made payment in terms of 4.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

4.6 Payment by the Guarantor in terms of 4.2 or 4.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

4.7 Payment by the Guarantor in terms of 4.3 will only be made against the return of the original Performance Guarantee by the Employer.

4.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

4.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

4.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 3.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

4.11 This Performance Guarantee, with the required demand notices in terms of 4.2 or 4.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

4.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

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

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2)

C1.4: RETENTION MONEY GUARANTEE

PRO FORMA

UMNGENI MUNICIPALITY

CNR OF SOMME AND DICKS STREET

HOWICK

ISSUED TO: UMNGENI MUNICIPALITY, represented by the Municipal Manager (hereinafter called "the Employer")

ON BEHALF OF ..... [insert name of contractor] (hereinafter called "the Contractor")

in connection with **BID No.UMN 27/2023-24** for the: **APPOINTMENT OF THE SERVICE PROVIDER TO INSTALL A PERIMETER FENCING AT CURRY'S POST LANDFILL SITE (3SQ OR HIGHER)**

(hereinafter called "the Contract").

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or a portion of the retention moneys provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay to the Employer such amounts as the Employer may, from time to time, demand from us.

1 Each demand by the Employer shall be in writing, signed by the Employer and delivered to us at

[INSERT GUARANTOR'S FULL STREET

ADDRESS]……

..... or such other address in

[INSERT NAME OF COUNTRY] ..... as we shall in writing notify to the Employer

and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such

in terms of the Contract.

2 The Engineer's certificates referred to in Clause 1 shall certify that:

(a) he is the Engineer in office as such in terms of the Contract,

(b) the Contractor is in breach of his obligations under the Contract, and

(c) the amount demanded, which amount the certificate shall specify, does not exceed

(i) the amount of retention moneys which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money retained by the Employer and the amounts previously paid by us to the Employer in terms hereof,

(ii) a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the Contractor in terms of the Contract by reason of the breach referred to, and any amount of retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof;

3 We shall within fourteen (14) days after our receipt of a demand complying with the provisions in Clauses 1 and 2 make payment to the Employer of the amount demanded at the employer's address as listed in the contract data or at such other address in the Republic of South Africa as the Employer shall in writing notify to us.

4 Subject to compliance with the provisions hereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

5 Our aggregate liability under this guarantee is limited to …….....

…… (R)

6 This guarantee shall expire on the date on which the last of the retention moneys, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.

7 This guarantee is not transferable and must be produced for endorsement if any part payment is made 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 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At for and on behalf of .....

on this the ..... day of ..... 20.....

SIGNATURE : .....

CAPACITY : .....

ADDRESS : .....

: .....

: .....

AS WITNESSES: 1 .....

2 .....

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

THIS AGREEMENT is made between UMNGENI LOCAL MUNICIPALITY (hereinafter called the EMPLOYER) of the one part, herein represented by: .....

.....

in his capacity as: .....

AND: .....

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

.....

in his capacity as: .....

duly authorized to sign on behalf of the Contractor.

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

BID No.UMN 27/2023-24: APPOINTMENT OF THE SERVICE PROVIDER TO INSTALL A PERIMETER FENCING AT CURRY'S POST LANDFILL SITE (3SQ OR HIGHER)
for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations,

pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **CONTRACTOR**

on this the ..... day of …….. 20……

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

Thus signed at ..... for and on behalf of the **EMPLOYER**

on this the …….. day of ..... 20……

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

C1.6: FUNCTIONALITY

DETAILED BREAKDOWN OF FUNCTIONALITY POINTS				
Quality criteria	**Basis for points allocation**	**Score**	**Max. Points**	**Verification method**
Schedule of work carried out by Tenderer. *(Reference name and contact details required)* **NB: Further diligence may be done on subcontracted contracts.**	**COMPANY EXPERIENCE** **3 completed projects** for supply and installation of fencing. **2 completed projects** for supply and installation of fencing. **1 completed projects** for supply and installation of fencing.	**(30)** **(20)** **(10)**	**(30)**	Letter of Appointment and Certificate of Completion of the same project completed must be attached and are required to claim points. **POINTS WILL ONLY BE GIVEN FOR EACH PROJECT WHERE THE TENDERER HAS SUBMITTED ALL THE REQUIRED DOCUMENTS.** **FAILURE TO SUBMIT BOTH APPOINTMENT LETTERS AND COMPLETION CERTIFICATE WILL RESULT IN ZERO POINTS ALLOCATED**.
Proposed Key Personnel	**CONSTRUCTION MANAGER/SITE AGENT** **N. Diploma: in built environment profession a**nd at least **5 years** post graduate experience and having been involved in 3 **or more** fencing projects. **N. Diploma: Civil Engineering** and at least **2 years or more** post graduate experience and having been involved in 2 **or more** fencing projects. **N. Diploma: Civil Engineering** and at least 1 **year** post graduate experience and having been involved in 1 **or more** fencing projects.	**(20)** **(10)** **(5)**	**(20)**	CV and certified qualification certificates and ID copies of **ALL** key personnel must be attached and are required to claim any points. The submitted CVs must be signed by the proposed personnel, as well as the Tenderer's authorized signatory, to claim points. **CERTIFICATION ON DOCUMENTS MUST NOT BE OLDER THAN 6 MONTHS.** **A COPY OF A PREVIOUSLY CERTIFIED DOCUMENT WILL NOT BE ACCEPTED. FAILURE TO CERTIFY WILL RESULT IN ZERO POINTS.**

	OCCUPATIONTAL HEALTH AND SAFETY. • **5 years** or more experience in occupational health and safety. • Less than **5 years** of experience in occupational health and safety.	**(10)** **(5)**	**(10)**	CV and Certified ID copies must be attached and are required to claim any points. The submitted CVs must be signed by the proposed personnel, as well as the Tenderer's authorized signatory, to claim points. **CERTIFICATION OF DOCUMENTS MUST NOT BE OLDER THAN 6 MONTHS.** **A COPY OF A PREVIOUSLY CERTIFIED DOCUMENT WILL NOT BE ACCEPTED.** **FAILURE TO ADHERE TO THE ABOVE REQUIREMENTS WILL RESULT IN NO POINTS BEING AWARDED.**
	TOTAL POINTS		**60**	
TENDERERS WITH A SCORE OF LESS THAN (42 OUT OFF 60) 70% WILL BE REGARDED AS NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER				

TABLE OF CONTENTS

PAGE NO.

C2.1 PRICING INSTRUCTIONS.....PD. 13

C2.2 SCHEDULE OF QUANTITIES.....PD. 15

C2.1 PRICING INSTRUCTIONS

1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.

2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.

4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.

5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

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

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

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

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

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item

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

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

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

10 Payment for the Labour-Intensive Component of the Works:

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either 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 work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified in 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 targets.

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. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

11. Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data

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 timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.
The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

C2.2 SCHEDULE OF QUANTITIES

uMngeni Municipality					
CURRY'S POST LANDFILL SITE FENCING					
ITEM NO	**DESCRIPTION**	**UNIT**	**BILL QTY**	**BILL RATE**	**BILL AMOUNT**
C1.2	**GENERAL REQUIREMENTS AND PROVISIONS**				
C1.2.1	**Surveyor**				
	(a)Setting of property boundary line	Prov. Sum			R50 000
	(b)Handling cost and profit in respect of item C1.2.1.(a)	%			
C1.2.5	Safety				
	-				
C1.2.5.1	Health and safety plan	lump sum	1		
C1.2.5.2	Implementation of health and safety plan	Month	1		
C1.3	**CONTRACTOR'S SITE ESTABLISHMENT**				
	AND GENERAL OBLIGATIONS				
C1.3.1	The Contractor's general obligations:				
C1.3.1.1	Fixed obligations	lump sum	1		
C1.3.1.3	Time-related obligations	months	3		
C1.6.1	**CLEARING**				
C1.6.1.3	Clearing for new fence lines (over a width of 2.0m)	km	1,500		
	TOTAL CARRIED TO SUMMARY				R

uMngeni Municipality					
CURRY'S POST LANDFILL SITE FENCING					
ITEM NO	**DESCRIPTION**	**UNIT**	**BILL QTY**	**BILL RATE**	**BILL AMOUNT**
C11.5	**FENCING**				
C11.5.1	SUPPLY AND ERECT NEW FENCING MATERIAL FOR NEW FENCES AND FOR SUPPLEMENTING MATERIAL IN EXISTING FENCES WHICH ARE BEING REPAIRED OR REMOVED:				
C11.5.1.3	Diamond mesh Supply and install complete 2,4m high invisible security fence comprising of steel mesh panels size 350mm x 2400mm high formed of 4mm diameter horizontal wires and 4mm diameter vertical wires fusion bond coated (coated fusion) aperture size (centres) 76mm x 12mm to include 100mm anti- climb high toughened shark tooth spikes bolted to fencing panel with anti-vandal bolts. Panels to be reinforced with 4 x 50mm deep "V" formation horizontal recessed bands with 2 x 75mm 70 degree flanges along sides (Internal fixtures - all fixtures shall be on the inside of fence line) and 2 x 30 degree along top and toe (Integrated rigid angle). Panel posts shall have a flush panel post finish with no climbing aid. All panels shall be fixed to post over 48 line wire using 16 no. Single bolt comb clamps and 16 no. Tech bolts.				
C11.5.1.9 (c)	STRAINING POSTS, STAYS AND ANCHORS: i)Steel stays and anchors Panel posts shall be 2mm thick x 3m long taper locking type, size 85mm wide tapering to 45mm with a depth of 85mm including "Y" stays fixed to each posts. Posts to include locking recess mechanism to secure panel edges and top end sealed with a UV stabilized polymer cap. All post bottom ends to be welded onto 150 x 150 x 3mm thick base plate cast into 450 x 450 x 600mm deep 25Mpa concrete base. Rate to include clearing of fence line up to 3m, concrete, excavation into all materials, 25mpa concrete, backfill and dispose of surplus material, rates including necessary excavations, cart away, etc including bitumen coated welded mesh anti-burrow shallow underdig to underside of panel. Fence and posts to be installed according to manufacturer's instructions and specifications.	m	1500		
	Supply and install 450mm diameter ripper blade razor wire coil on "Y" stays fixed to posts.	m	1500		
C11.5.2	**High invisible security double swing gates and approved pedestrian single swing gates**				
	1500mm x 2400mm high invisible security or equal and approved single swing dipped galvanised steel high security gates with deadlock and catch plate finished with patent marine fusion bond coating of approved colour to include 100mm high toughened shark tooth spikes bolted to fencing panel with anti-vandal bolts, including bitumen coated welded mesh, hung and bolted to brick piers.	No	1		
	6000mm x 2400mm high invisible security or equal and approved double swing dipped galvanised steel high security gates with deadlock and catch plate finished with patent marine fusion bond coating of approved colour to include 100mm high toughened shark tooth spikes bolted to fencing panel with anti-vandal bolts, including bitumen coated welded mesh, hung and bolted to brick piers.	No	1		
	TOTAL CARRIED TO SUMMARY				**R**

SUMMARY OF BILL OF QUANTITIES

SECTION	*DESCRIPTION*	*AMOUNT R*
C1.2	**GENERAL REQUIREMENTS AND PROVISIONS**	
C1.3	**CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS**	
C11.5	**FENCING**	
SUBTOTAL 1		
ADD CONTINGENCIES *Add 10%*		
SUBTOTAL 2		
VALUE ADDED TAX *Add 15%*		
TOTAL CARRIED TO FORM OF OFFER		

SIGNED ON BEHALF OF TENDERER:

TABLE OF CONTENTS

PAGE NO.

C3: SCOPE OF WORK .....SW. 2

C3.1: STANDARD SPECIFICATIONS .....SW. 2

C3.2: PROJECT SPECIFICATIONS .....SW. 2

C3.3: PARTICULAR SPECIFICATIONS .....SW. 35

C3: SCOPE OF WORK

C3.1: STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the **COLTO Standard Specifications.**

C3.2: PROJECT SPECIFICATIONS

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement the Standard Specifications.

Part A contains a general description of the Works, the Site and the requirements to be met.

Part B contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between the Specifications (including the Project Specifications) and the drawings and / or the Schedule of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

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

PART A: GENERAL

*[**NOTE:** This description is a broad outline of the Contract Works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project. [For Compiler information purposes only]*

C3.2.1 Employer's Objective and Overview of the works

The objectives of the project are to formulate effective engineering solutions for the fencing of Curry's post landfill site, within the uMngeni Local Municipality. The project entails determination of the fencing boundary line, the clearing of the fence line, excavations, backfilling, concreting and installation of a 2,4m high x 1500m length invisible security fence with ripper razor wire coil on top. Including a high 6000mm x 2400mm high invisible security swing gate and 1500mm x 2400mm high invisible security single swing pedestrian gate.

The employer's objectives are also to deliver public infrastructure and services using labour-intensive methods in accordance with EPWP Guidelines.

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

The Contractor shall be required to attend meetings of the local Project Steering Committee (PSC) from time to time. Requirements of the Expanded Public Works Programme (EPWP) are contained in Part F of section C3.3 Particular Specifications. These requirements include provisions for the National Youth Service programme. Requirements in terms of Government's initiatives for broad based black economic empowerment with respect to small contractor development are contained in Part G of section C3.3 Particular Specifications.

C3.2.2 Overview of the works

The scope of work is envisaged to include the following:

- The establishment of the Contractor's camp and plant on site and the removal of all site establishment on completion of the contract.
- Surveyor to determine the property boundary line.

- Clearing of fence line up to 2m.
- Excavations
- Backfilling and disposal of surplus material.
- Cart away.
- Panel posts shall be 2mm thick x 3m long taper locking type, size 85mm wide tapering to 45mm with a depth of 85mm. "Y'' stays fixed to each posts. All posts to include locking recess mechanism to secure panel edges and top end sealed with a UV stabilized polymer cap. All post bottom ends to be welded onto 150 x 150 x 3mm thick base plate cast into 450 x 450 x 600mm deep 25Mpa concrete base. Rate to include clearing of fence line up to 3m, concrete, excavation into all materials, 25mpa concrete, backfill and dispose of surplus material, rates including necessary excavations, cart away, etc. including bitumen coated welded mesh anti-burrow shallow under dig to underside of panel.
- Supply and install complete 2,4m high invisible security fence comprising 450mm diameter ripper blade razor wire coil on "Y" stays fixed to posts.
- Supply and installation of 6000mm x 2400mm high invisible security swing gate and 1500mm x 2400mm high invisible security pedestrian gate.

C3.2.3 Location of site and access

The location of Curry's post landfill site areas is shown on the locality plan included with the Tender document:

Curry's post landfill site property number is ERF 272 and the address is No. 7 Curry's Post Road.

C3.2.6 Climatic conditions

The proposed project area is in a high summer rainfall region with an average annual precipitation of 780 mm.

C3.2.7 Labour

A Project Steering Committee has been established and is a vital means of communication between all parties involved with the project. The composition of the PSC comprises representatives of the Employer, the Engineer and formal structures within the community.

The Contractor shall make use of these communication channels and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative will be also required to attend the monthly PSC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PSC and in line with the Employer's policies.

Labour-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Employer's Agent, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Employer's Agent and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications.

Subject to considerations of occupational health and safety, the portions of the Works to be executed using labour-intensive construction methods are:

- Erection of road signs;
- Mixing and placing of concrete; for concrete sidewalks, V-Drains, Kerb and Channel (Kerbs to be sourced from local suppliers where possible) or manufactured on site depending on the quantum required;
- Road safety improvement;
- Repairs of damaged portions of the existing road;
- Excavations for water mains;
- Alien vegetation removal; and
- Cleaning and tidying up of the Site.

In respect of those portions of the Works which are not listed above, the construction methods adopted and the plant utilized shall be at the discretion of the Contractor, provided always that the construction methods adopted and the plant utilized by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

Task Based Activities: Labour Intensive activities are to be planned as task-based works where required. Task based refers to a specific amount of work to be performed which is clearly defined by a quantity and quality. Typically, a task can be completed within a working day.

C.3.2.8 Spoiling of surplus material

Surplus material shall be spoiled in designated areas approved by the Employer's Agent. The spoil material shall be disposed of in accordance with sub-clause 3306(f) of the COLTO standard specifications.

C.3.2.9 Material sources, spoil and stockpile areas

Where possible, the contractor shall source material from within 20km of the site utilizing local suppliers. The material which may be sourced locally:

- G7 material

G7 material shall be obtained from the borrow pit. Spoil areas and areas for the temporary stockpiling of construction materials shall be determined and agreed on site in conjunction with the Engineer. The Contractor shall be permitted to use only these agreed spoil and stockpile areas, which shall be landscaped and vegetated on completion of the work.

Spoil areas and areas for the temporary stockpiling of construction materials shall be determined and agreed on site in conjunction with the Engineer, the PSC (where applicable) and the local communities (where applicable). The Contractor shall be permitted to use only these agreed spoil and stockpile areas, which shall be landscaped and vegetated on completion of the work.

C.3.2.10 Accommodation of traffic

The accommodation of traffic forms and integral part of the contract.

C.3.2.11 Existing services

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services has commenced.

It is also expected that unknown domestic services crossings requiring relocation or protection may be encountered along the route as the work proceeds. The Contractor shall make every effort to establish the location of these services in any area prior to excavations commencing in that area. Such efforts shall include diligent enquiry and discussions with adjacent landowners, visual surface inspection and exploratory trenching investigation as necessary.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

The transporting of excavators and any other similar-wheeled machinery shall be done using a low bed truck to limit damage to existing roads and infrastructure. This is a compulsory requirement.

C.3.2.12 Temporary Works

Vertical, horizontal and inclined falsework and formwork will be used during the construction of the water mains. Provisions of access scaffolding and temporary propping will also be required. Temporary shoring will be utilised on unstable excavations.

The Temporary Works required under this Contract shall include the traffic accommodation measures implemented, the provision of drainage control, falsework and formwork during the construction of the minor drainage structures, and the provision of any scaffolding or temporary propping used during the erection of the road signs.

All Temporary Works shall be removed from the Site on completion of the Contract.

C.3.2.13 Maintenance of the Works during the construction period

The Contractor shall take note of the various requirements of the General Conditions of Contract 2015 and the standard specifications with respect to the care and protection of the Works.

The handing-over of the road reserve for this contract is described later in the Project Specifications. The Contractor shall be responsible for maintaining this portion of the road from the date of hand-over until the issue of the Certificate of Practical Completion.

C.3.2.15 Testing of materials

A provisional sum has been allowed in section 8100 of the Schedule of Quantities for all acceptance control testing laboratory work to be carried out by the Engineer using the laboratory facilities included in section 1400 and/or commercial laboratory facilities.

The Contractor shall carry out at his own cost the required process control testing as specified in terms of the COLTO standard specifications.

C.3.2.16 Power supply and other services

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

C.3.2.17 Construction in confined areas

The works are to be undertaken in a built-up area and it will be inevitable for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement

layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor shall note that, unless otherwise provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

C.3.2.18 Contractor's campsite

Possible locations for a campsite shall be pointed out at the clarification meeting.

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel but the chosen site shall be subject to the approval of the Engineer, the local authorities and, where applicable, the Project Steering Committee (PSC) associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with the requirements of all local authority, environmental and industrial regulations concerned. In establishing and maintaining his campsite, due cognisance is to be taken of the requirements of the Project Specifications. The Contractor is to fully familiarise himself with all local by-laws and Government regulations for the employment, transport and accommodation of labour on site.

The Contractor shall particularly note that there is a high risk of theft, vandalism and damage to property in this area and strict security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works.
No separate payment shall be made for the provision of such security since full compensation for these costs shall be deemed to be included in the amount tendered for item B13.01(c) (The contractor's general obligations: Time-related obligations).

C.3.2.19 Additional requirements for construction activities

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor's tendered rates shall include full compensation for all costs which may arise from the construction and maintenance of deviations and construction under traffic. No claim for additional costs which may arise from these methods of traffic accommodation and no additional payment owing to inconvenience as a result of the Contractor's method of working shall be considered.

C3.2.20 Design

- The Contractor is responsible for the Temporary Works, Site Camp and Contractor's office accommodation design.
- Site layouts for the Engineer Representative's temporary office accommodation and a Monthly Meeting venue.
- The contractor might be asked to have some of the sections of the works to be designed based on the conditions on site.

Any design work done on site which will require services of an Engineer will be compensated using market related rate, and the effort for that design will need to be properly documented. Any other designs by the contractor will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

The bid drawings are applicable to the contractor are detailed in this tender document. These drawings

have been used for setting up the Bills of Quantities.

C3.2.21 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

C3.2.22 Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme.

C.3.2.23 Construction programme

In addition to any other restrictions accommodated by the Contractor in compiling the construction programme, the following constraints shall be taken into account in the preparation thereof:

(1) The whole of the Works (and the portions of the Works if completion in portions is required) shall be completed within the time period(s) stated (refer to the Contract Data in section C1.2.2).

(2) Working days lost due to abnormal rainfall shall be treated as set out in clause B1215.

(3) Allowance shall be made for non-working days and special non-working days (refer to the Contract Data in section C1.2.2).

(4) Construction activities must comply with all the specified environmental requirements including clause B1233 and the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.

(5) Construction activities must comply with all the specified health and safety obligations including the requirements of the OHSA 1993 Health and Safety Specifications.

(6) Strict control of access to and from local public roads shall be required when construction vehicles, plant or equipment leave or enter the site.

(7) Throughout the contract period traffic must be accommodated through the site and all other contractors engaged on the construction of Umngeni roads must be accommodated.

(8) The Contractor's programme of work shall take due cognisance of risks by limiting the duration of the exposure of the various construction elements to natural phenomena.

(9) Programme must clearly indicate work carried out by the nominated sub-contractors and its impact on the contractors works programme

C.3.2.24 Management and disposal of water *(Read with SANS 1921 - 1 : 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

C.3.2.25 Earthworks *(Read with SANS 1921 - 1: 2004 clause 4.10)*

Borrow pits and spoil areas

The borrow pits to be used for this contract, where possible, shall be pointed out at the Non Compulsory Site Inspection. It is however the contractor's responsibility to locate the closest borrow pit which will be tested by an approved Geotechnical Engineering specialist prior to the source being used. The rate for gravel material shall be deemed to include all overhaul based on the identified borrow pits' distance.

The Contractor shall be permitted to use only those borrow pits approved by the Engineer. The spoil sites shall be determined on site in conjunction with the Engineer and the Municipality. The Contractor shall be permitted to use only those spoil areas approved by the Engineer. Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation, etc., its use shall be subject to the approval of the Engineer and the landowner.

C.3.2.26 Testing *(Read with SANS 1921 – 1: 2004 clause 4.11)*

Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

C.3.2.27 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

C.3.2.28 Survey beacons *(Read with SANS 1921 - 1: 2004 clause 4.15)*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

C.3.2.29 Health and Safety *(Read with SANS 1921 - 1: 2004 clause 4.18)*

C.3.2.29.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4

C.3.2.29.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.
[*Note to compiler: The Employer's Safety Specification is available and must be included*]

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

i. a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
ii. pro-active identification of potential hazards and unsafe working conditions;
iii. provision of a safe working environment and equipment;
iv. statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5)*;
v. monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
vi. details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
vii. details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.
viii. details of methods to ensure compliance with COVID 19 prevention protocols.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

C.3.2.29.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

C.3.2.29.4 Management of the environment *(Read with SANS 1921 - 1: 2004 clause 4.19)*

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and those the Engineer may directly instruct, shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(c) Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Framework prepared by the Municipality, and the project specific Environmental Management Plan will be adhered to.

C.3.2.30 EPWP Alignment Clauses

C.3.2.30.1 (1.2) Personal & Other Protective Equipment *(Sections 8/15/23 or the OHS Act)*

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee. The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any infrastructure projects:

Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:
- Protective overalls
- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the COLTO Standard Specifications, allowance is made for 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 the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered 'B' with a number corresponding to the relevant clause or item number in the COLTO Standard Specifications.

New clauses and payment items not covered by clauses or items in the COLTO Standard Specifications have been included here and have also been designated with the prefix 'B'. Such clauses and items have been given a new number following upon the last number used in the particular section referred to in the COLTO Standard Specifications.

(a) The following specifications shall apply to this contract:

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies from the South African Institution of Civil Engineers at:

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

(b) SANS or BS Specifications and Codes of Practice

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

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

SECTION 1100: DEFINITIONS AND TERMS

In all cases where "Directorate Land Transport" appears in the text or in drawings contained in this document it shall be read as "Province of KwaZulu-Natal".

B1115 GENERAL CONDITIONS OF CONTRACT

Replace clause 1115 with the following:

"The General Conditions of Contract for Construction Works, 3rd edition 2015 (abbreviated elsewhere in C3.2 Project Specifications and C3.3 Particular Specifications as "GCC 2015" or as "General Conditions of Contract 2015") published by the South African Institution of Civil Engineering (SAICE), together with the Special Conditions of Contract form part of the contract.

All references in the COLTO Standard Specifications for Road and Bridge Works are to the COLTO General Conditions of Contract for Road and Bridge Works for State Road Authorities. Consequently, all references in the COLTO Standard Specifications have to be amended accordingly to reflect the appropriate General Conditions of Contract relevant to the Contract. The COLTO Standard Specifications have been scrutinized and the clauses, which refer to the COLTO General Conditions of Contract, identified. Each COLTO clause reference is tabulated in Table B1115 below (context of reference is also given) together with the relevant equivalent clause in the SAICE General Conditions of Contract for Construction Works 3rd edition 2015 applicable for this contract.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the SAICE General Conditions of Contract for Construction Works 3rd edition 2015 reference, as amended by the Special Conditions of Contract in the Contract Data, shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

The COLTO Standard Specifications make frequent use of the term "engineer". The Project Specifications and the Schedule of Quantities in turn make reference to the COLTO Standard Specifications and may use similar terminology in order to facilitate the reading and cross-referencing thereof.

Wherever in the COLTO Standard Specifications or in the Project Specifications or in the Schedule of Quantities reference is made to the "engineer" or the "Engineer", this is to be interpreted as the "Employer's Agent" as defined in subclause 1.1.1.16 of GCC 2015.

Wherever in the COLTO Standard Specifications or in the Project Specifications or in the Schedule of Quantities reference is made to the "engineer's representative" or the "Engineer's Representative", this is to be interpreted as the "Employer's Agent's Representative" as defined in subclause 1.1.1.17 of GCC 2015."

TABLE B1115: REFERENCES IN COLTO STANDARD SPECIFICATIONS TO THE COLTO GENERAL CONDITIONS OF CONTRACT AND RELEVANT SAICE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS 3rd EDITION 2015

COLTO Standard Specification		**COLTO General Conditions of Contract 1998**		**SAICE General Conditions of Contract for Construction Works 3rd Edition 2015**	
Clause No.	**Page No.**	**Clause No.**	**Description or Reference**	**Clause No.**	**Description or Reference**
1202	1200-2	15	Programme	5.6	Programme
1209(e)	1200-5	52: 52(1)(e) 52(2)	 Monthly payments (documentary evidence of ownership of materials) Valuation of material brought onto Site	6.9 & 6.10: 6.9 6.10.2	 Vesting of Plant and materials Valuation of material brought onto Site
1210	1200-5	54: 54(1) 54(2) 54(3)	 Certificate of Practical Completion	5.14: 5.14.1 5.14.2 5.14.3	 Certificate of Practical Completion
1212(l)	1200-7	49: 49(2)	 Application of Contract Price Adjustment Factor	6.8: 6.8.2	 Application of the Contract Price Adjustment Factor
1215	1200-9	45	Extension of time for completion	5.12	Extension of time for Practical Completion
1217	1200-10	35	Care of the Works	8.2	Care of the Works
1303	1300-1 and 1300-2	49 & 53: 49(2) and 49(3) 53	 Application of Contract Price Adjustment Factor and Variation in cost of special materials Variations exceeding 20 per cent	6.8 & 6.11: 6.8.2 and 6.8.3 6.11	 Application of the Contract Price Adjustment Factor and Variation in cost of special materials Variations exceeding 15 per cent
1303	1300-2	12 &45: 12 45	 Commencement of Works and Commencement Date Extension of time for completion	5.3 & 5.12: 5.3 5.12	 Commencement of the Works Extension of time for Practical Completion
1403 (c)(ii)	1400-4	40(1)	Valuation of variations	6.4.1	Valuation of variations
1505	1500-3	40: 40(1)	 Valuation of variations	6.4: 6.4.1	 Valuation of variations
1517 Items: 15.08 15.09 15.11	1500-8	48: 48.1	 Provisional Sums	6.6: 6.6.1	 Provisional sums

COLTO Standard Specification		**COLTO General Conditions of Contract 1998**		**SAICE General Conditions of Contract for Construction Works 3rd Edition 2015**	
Clause No.	**Page No.**	**Clause No.**	**Description or Reference**	**Clause No.**	**Description or Reference**
3108 Note (2)	3100-4	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
3204 (b)(iii)	3200-2	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
3303(b)	3300-2	2	Engineer and Engineer's Representative	3.	Employer's Agent
5803(c)	5800-3	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
5805(d)	5800-4	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
5809 Item 58.10	5800-10	48: 48.1	Provisional Sums	6.6: 6.6.1	Provisional sums
8103(c)	8100-1	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
8117 Item 81.03	8100-26	22	Clearance of Site on completion	5.15	Clearance of Site

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1200 COMMUNITY PARTICIPATION

A Project Steering Committee (PSC) is a vital means of communication between all parties involved with the project. The PSC comprises representatives of the Employer, the Employer's Agent and formal structures within the Community. Where one is not available, this role shall be played by the existing ward committee members, or any other members as deemed fit by the client. The Contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative shall also attend the monthly PSC meetings when so requested.

Purpose:
In order to give effect to the need for participation and transparency in the process of appointing labour, the community should participate in the decision making process throughout the life of a project. This shall be achieved through structured engagement between those responsible for the delivery of the project and the community.

Structure and Composition:
A Project Steering Committee (PSC) may be formed from representatives of the Employer, the Engineer, the Contractor and the Community if the project is such that a specific community can be identified.

Procedures:

- The PSC deals with labour and SMME involvement on the project and shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.
- The PSC shall make recommendations by consensus. If consensus cannot be reached, the decision of the Employer will be final in cases that have no financial implications for the Contractor or where payment is to be made from PC items. Where the financial responsibility for the successful completion of the works rests with the Contractor, the Contractor's decision shall be final. In fulfilling its tasks, the PSC shall be guided by the relevant sections of this specification and the supplementary documents.

Tasks of the PSC

- To assist with community liaison and resolution of disputes.
- To devise fair and transparent procedures that will assist the Contractor in the engagement of labour and the award of sub-contracts to SMME's.
- To advise on and monitor labour issues.
- To assist in resolving labour disputes.

Assistance to the PSC

- The Employer may appoint a competent local person as a Community Liaison Officer to assist the Engineer and the Contractor in the day to day liaison with the communities directly affected by the project.

(b) 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 and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined by the Employer.

(c) Period of employment of the community liaison officer

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

B1202 SERVICES

Add the following at the end of clause 1202:

"A provisional sum is included in the Schedule of Quantities to cover the costs of relocating the known services. This provisional sum shall be used to effect payments for the services relocation work carried out by either the main contractor or subcontractor, in consultation with the Employer for this purpose."

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following paragraph to the end of clause 1204:

"Testing for quality control shall be conducted in accordance with the requirements of Section 8200 for Quality Control."

B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

Delete the first paragraph of clause 1206 in its entirety and replace it with the following:

"The Contractor shall comply with all legal provisions in regard to surveying and setting out work."

Add the following paragraph to the end of clause 1206:

"It may become necessary to construct, level and coordinate new survey beacons during the course of the contract, or to protect existing survey beacons. A provisional sum is included in the Schedule of Quantities to cover the costs of such work."

B1209 PAYMENT

(a) Contract rates

Add the following new paragraph at the end of subclause 1209(a):

"All rates tendered are to be exclusive of VAT."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Extension of time resulting from abnormal rainfall shall be calculated according to the requirements of Method (ii) (Critical-path method).

Method (ii) (Critical-path method)

Delete the words "(based on a five-day working week)" *in the fifth and sixth lines of the second paragraph of Method (ii).*

Add the following to the end of Method (ii):

"The value of "n" working days expected delay caused by normal rainy weather as referred to in Method (ii) shall be as given in Table B1215 below for each respective calendar month of any year:

TABLE B1215

Month	Expected delay of "n" working days due to normal rainy weather	Month	Expected delay of "n" working days due to normal rainy weather
January***	5	July	1
February	4	August	1
March	4	September	2
April	3	October	3

May	2	November	4
June	1	December***	5

*** Includes the whole month of December / January.

Each "n"-value in Table B1215 applies only to the calendar month immediately to the left of the number, and the "n"-values as specified shall not be taken as being carried forward so as to accumulate over the contract period. If no abnormal rainfall occurs during a particular calendar month in a particular year, then no extension of time for abnormal rainfall shall be granted with respect to that calendar month for that year, and no further consideration shall be given to that "n"-value in respect of that year.

Similarly, if the "n" working days expected delay caused by normal rainy weather during a particular calendar month in a particular year (for which the Contractor shall have made provision in his programme of work in accordance with Method (ii)) are not taken up (either in whole or in part) by standing time due to normal rainy weather during that month of that year, then no further consideration shall be given to those "n" working days (or portion thereof), which effectively have been gained, when any subsequent extension of time claims which may arise later during the contract period are assessed by the Employer's Agent."

B1219 WATER

Add the following paragraph to the end of clause 1219:

"The Contractor shall arrange for chemical tests to be carried out to confirm the suitability of his proposed water sources for use as drinking water and for use in the concrete construction. The Contractor shall ensure that these tests also include testing for salinity and sugar content levels.

The Contractor shall note that the necessary permission must be obtained from the Department of Water Affairs for the abstraction of water from streams and rivers."

B1229 SABS CEMENT SPECIFICATIONS

Add the following paragraphs to the end of clause 1229:

"All cement used on this contract shall comply with SANS 50197-1: Cement Part 1: Composition, specifications and conformity criteria for common cements.

Where reference is made in these Project Specifications or in the COLTO Standard Specifications to the former SABS cement specifications (e.g., SABS 471, SABS 626, SABS 831, SABS 1491), such reference shall be replaced with the new specification:

- SANS 50197-1: Cement Part 1: Composition, specifications and conformity criteria for common cements.

The blending of cements on site shall not be permitted."

Add the following new clauses at the end of Section 1200:

B1230 UNEMPLOYMENT INSURANCE FUND

The contractor will be responsible for payment or contribution of UIF for all labour employed under the project. Proof of payment of UIF shall be available upon request.

B1231 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Diseases Act, 1993, as amended. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. The manner in which compensation in terms of this Act shall be handled shall be resolved by the Contractor at the commencement of the contract.

B1232 COMPLIANCE WITH THE ROAD TRAFFIC ACT

When a service necessitates vehicles or plant travelling or working on a public road, the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.

- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he / she is driving or operating.

The Contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Employer's Agent or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic. The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Employer's Agent against any claims, damages and / or costs that may arise in this regard.

B1233 ENVIRONMENTAL IMPACT CONTROL

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

(a) The Contractor shall comply with the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.

(b) Clearing shall be limited to the road prism and, where applicable, to detours, which shall be sited in consultation with the Employer's Agent and the local communities.

(c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Employer's Agent.

(d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not be allowed under any circumstances.

(e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage shall be set out and the responsible person shall be made aware of the required action. The construction of temporary and / or permanent dams shall be done with the necessary approvals from the Department of Water Affairs and Forestry and the Department of Environmental Affairs and Tourism.

(f) Bituminous and / or other hazardous products shall not be spoiled on site and shall only be disposed of at licensed authorised disposal facilities.

(g) Provision shall be made to prevent excessive erosion and siltation throughout the contract and in particular on adjacent land. Should excessive erosion and / or siltation take place outside the road reserve as a direct result of the Contractor's construction activities, the Contractor shall be responsible for making good the erosion / siltation to the satisfaction of the landowner and the Employer's Agent.

(h) Invader species of plants shall be controlled.

(i) Dust and noise pollution shall be restricted to acceptable levels.

No separate payment shall be made for observing these requirements as such payment shall be deemed to be included in the amount tendered for item B13.01(c) (The contractor's general obligations: Time-related obligations). Any avoidable non-compliance with these requirements shall be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item in order to pay for the repairs to any damages.

B1234 MEASUREMENT AND PAYMENT

Expenditure under the items scheduled in B1200 (c) to (f) shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under the respective subitems in B1200 (c) to (f) and shall include full compensation for the handling costs of the Contractor and the profit in connection with the said works.

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

B1301 GENERAL REQUIREMENTS

(c) Legal and contractual requirements and responsibility to the public

Add the following new paragraphs to the end of subclause 1302(c):

"Legislation imposes mutual obligations on the Employer and Contractor in the performance of their duties to society and to the built and natural environment. To assist the Contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, Parts C, E, F and G are included in section C3.3 Particular Specifications in the project specifications.

The Contractor's general obligations shall also include the training of temporary labour, the management of labour enhanced work, the application of the Compensation for Occupational Injuries and Diseases Act, 1993, and compliance with the requirements of Part C: Environmental Management Specification, Part E: OHSA 1993 Health and Safety Specification, Part F: Requirements of the Expanded Public Works Programme (EPWP) and Part G: Small Contractor Development contained in section C3.3 Particular Specifications.

Part C: Environmental Management Specification contains the environmental management specification for this project. Its provisions regulate the Contractor's construction methods so as to ensure responsible conduct with respect to the environment and responsible treatment of the environment relevant to the project. No separate payment mechanism has been made available for the Contractor to allow for his compliance with the environmental management specification. The Contractor shall therefore include for such costs in the existing pay item B13.01 in section 1300.

Part E: OHSA 1993 Health and Safety Specification contains the specifications that regulate the Contractor's construction methods so as to ensure the health and safety of his employees and the public. A new pay item B13.02 is included in section 1300 to allow the Contractor to make separate provision for the cost of health and safety obligations during the construction process.

Part F: Requirements of the Expanded Public Works Programme (EPWP) contains requirements for employment and training in terms of the National Youth Service programme (where applicable – refer to Part F). Various pay items related to these requirements are included in Part F. However, to the extent that any costs relating to the requirements of Part F are not covered by the pay items in that section, the Contractor shall include for such costs in the existing pay item B13.01 in section 1300.

Part G: Small Contractor Development contains provisions that regulate the Contractor's construction processes for compliance with Government's initiatives towards broad-based black economic empowerment. Various pay items related to these requirements are included in Part G. However, to the extent that any costs relating to the requirements of Part G are not covered by the pay items in that section, the Contractor shall include for such costs in the existing pay item B13.01 in section 1300. The Contractor shall note that non-compliance with the provisions of Part G may lead to the imposition of penalties as described in clause G1003(d)."

B1303 PAYMENT

Add the following at the start of clause 1303:

"All references in clause 1303 to the final value of the work increasing or decreasing by "twenty (20) per cent" in terms of the COLTO Standard Specification shall be read as increasing or decreasing by "fifteen (15) per cent" in terms of the General Conditions of Contract 2015.

Separate provision has been made in the Schedule of Quantities for the pricing of the Contractor's "General Item" obligations with regard to Health and Safety."

Refer to the second sentence of the fourth last paragraph of clause 1303, page 1300-2 of the COLTO Standard Specifications and delete the words "from the date on which the Contractor has received the letter of acceptance in terms of clause 12 of the general conditions of contract," *and replace these words with the following:*

"from the Commencement Date in terms of clause 5.2.1 of the General Conditions of Contract 2015,".
Add the following at the end of clause 1303:

"The amount payable to the Contractor for time-related general obligations arising from extensions of time granted in accordance with Clause 5.12.1.and 5.12.2 of the GCC 2015, shall be calculated as follows:

(i) The Contractor shall apply for the extension of time in terms of the number of days' delay incurred calculated in accordance with clause 5.1 of the GCC 2015.

(ii) The number of days' extension of time calculated in accordance with clause 5.1 of the GCC 2015, finally granted shall then be added to the Due Completion Date of the contract by the Employer's Agent, commencing on the first working day after the day of the original Due Completion Date. Non-working days and special non-working days as defined in the contract data shall not be counted as working days in calculating the extended completion date.

(iii) The number of calendar days extension of time granted from the original completion date to the extended completion date as calculated in (ii) above shall then be calculated, commencing on the first calendar day after the day of the original completion date.

The following formula shall then be used to calculate the number of months' extension of time granted:

No. of months' extension of time granted

= [(No. of calendar days' extension of time granted / 365)] x 12

(iv) The number of months' extension of time granted calculated as in (iii) above shall be the number of additional months measured for payment for time-related general obligations under item B13.01(c) and in accordance with clause 5.12.3 as a result of the extensions of time granted.

Note: The number of months extension of time granted calculated as in (iii) above shall also be included in the measurement of any other items scheduled under Sections 1300, 1400, 1500 or elsewhere in the Schedule of Quantities that involve the unit of measurement "month" and that were provided on site for the full duration of the extended period. Where such items were provided for a portion of the extended period only, a pro rata payment shall be made, based on the number of calendar days the item was provided on site after the original completion date divided by the number of calendar days as calculated in (iii) above for the extension of time granted."

Item **Unit**

B13.01 **The contractor's general obligations:**

Add the following before the start of the first paragraph of item 13.01:

"Subitems B13.01(a), (b) and (c) are "General Items" as defined in clause 1.1.1.21 of GCC 2015."

After the end of subsubclause (iii) in the fourth paragraph of item 13.01, add the following new subsubclauses which further define the contractor's general obligations:

"(iv) Complying with the requirements and conditions of the additional specifications in Part C: Environmental Management Specification.

(v) Complying with the requirements and conditions of the additional specifications in Part F: Requirements of the Expanded Public Works Programme (EPWP) to the extent that any costs relating to the requirements of Part F are not covered by the pay items included in that section.

(vi) Complying with the requirements and conditions of the additional specifications in Part G: Small Contractor Development relating to the Government's broad-based black economic empowerment initiatives to the extent that any costs relating to the requirements of Part G are not covered by the pay items included in that section."

Add the following new payment items at the end of clause 1303:

"Item

Unit

B13.02 Health and Safety obligations:

(a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project Health & Safety file, the Health & Safety plan and any other Health & Safety matters that the Contractor deems necessary lump sum (Sum)
(b) Fixed obligations for completing and checking the Project Health & Safety file and handing it over to the Employer on completion of the Works lump sum (Sum)
(c) Time-related obligations for updating and amending the risk assessments, the safe work procedures, the project Health & Safety file and the Health & Safety plan, and for full compliance with all Health & Safety matters during the construction of the Works under the contract month

Payment of the lump sums tendered under subitems B13.02(a) and (b) and the rate per month for subitem B13.02(c) shall, for the three subitems together, include full compensation for all the Contractor's costs in respect of compliance with the OHS Act and Construction Regulations.

Payment of each of the lump sums tendered under subitems B13.02(a) and (b) shall be made in three instalments as specified in the COLTO standard specifications for the payment of the lump sum tendered under subitem 13.01(a).

The tendered rate for subitem B13.02(c) shall be paid as specified in the COLTO standard specifications for the payment of the tendered rate for subitem 13.01(c).

B1502 GENERAL REQUIREMENTS

(a) Safety

Add to Sub-clause 1502(a) the following:

Information in respect of intersections, accesses, bus stops, traffic volumes, pedestrians etc is given in Part B of these Project Specifications.

(b) Providing Temporary Deviations

Add to Sub-clause 1502(b) the following:

The contractor shall keep the provincial traffic police, the municipal traffic departments and the engineer fully informed with regard to any changes in the normal traffic flow and obtain their approval for these changes.

During the non-working hours, all unnecessary obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed or effectively covered.

It is a condition of this contract that not more than 10 km of deviation should be open to public traffic at any one time, and that not more than three separate deviations should be open at any one time. No additional payments will be made where situations arise that the contractor has deviations cross over the roadway under construction.

(i) Traffic Safety Officer

Add to Sub-clause 1502(i) the following:

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

Delete Sub-clause 1502(i), sub-sub-clauses (ii) and (iii) and replace with the following:

(ii) Record on neat and dimensioned sketches and submit to the Engineer the position and sign reference number where applicable of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature.

The position of each unit shall be adequately referenced to identifiable permanent features located along the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the Traffic Safety Officer, and shall be signed by the Traffic Safety Officer before being submitted to the Engineer.

The records shall be amended whenever changes are made in the field and the revised detailed sketches shall be submitted to the Engineer. This shall include the recording of the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used."

(iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9:30 and by 16:30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the Engineer such record sheets by 10:00 and by 17:00 each day. The traffic Safety Officer shall keep a duplicate book for this specific purpose.

The Traffic Safety Officer shall also submit to the Engineer by 10:00 each morning, a record of all matters pertinent to site safety and traffic accommodation throughout the site of works the previous day. He shall also record the daily labour returns of flagmen, stop/go and traffic signal control men employed.

The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and 2 labourers at his disposal 24 hours a day, including public holidays and the shutdown period as instructed by the engineer. He shall also be directly answerable to the Contractor's Site Agent. The Traffic Safety vehicle shall be a truck with a capacity of 1 ton and shall be equipped with a high visibility rear panel. The traffic Safety Officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the Contract.

Add to Sub-clause 1502(i) the following new sub-sub-clauses:

(ix) Ensure that all obstructions, soil and gravel heaps, related to the Contractors activities be removed before nightfall where applicable and as instructed by the Engineer and that the roads are safe for night traffic.

(x) The Traffic Safety Officer shall, in addition to the duties listed in Clause 1502 (i), also be responsible for removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, and shall be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic."

Add the following new Sub-clauses to Clause 1502:

(j) Public traffic

The contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the road. All halting of traffic will require the prior approval of the engineer and must be pre-arranged with the appropriate traffic authorities. In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

(a) Failure to comply with provisions

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

- **A fixed penalty of R4 600,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the Project Specifications.**

- **In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.**

- **Furthermore, failure to comply with the provisions of clause B1502(i) will also result in a pro-rata penalty to be deducted from payment item B15.14 by the engineer.**

The penalties shall be deducted from the payment certificate for the month in which the non-compliance occurs.

(b) Access to work area

Construction traffic will only be permitted to enter or leave the work area at points approved by the Engineer and as clearly indicated on the traffic management plans. When any access point is in use, flagmen shall be provided for each such point. At least two flagmen shall be stationed at the access point to control the movement of construction traffic, and to warn public traffic on both lanes of the existing road. It is not the purpose of these flagmen to stop public traffic flow.

(c) Extension of time for completion

Accommodation of public traffic on the works or any delays caused thereby, as well as any suspensions due to failure by the Contractor to comply with the provisions for the accommodation of traffic, will not be regarded as special circumstances for an extension of time.

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the first sentence of the first paragraph of clause 1503 with the following:

"The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control facilities) in accordance with these project specifications and as shown on the drawings and in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No.13 - Roadworks, and shall remove them when no longer required.

The contractor shall replace at his own cost any traffic-control facilities that have been damaged, lost or stolen. The contractor shall also remove all bituminous or other foreign material from the traffic-control facilities in order to keep them clean and visible at all times. Traffic-control facilities that can no longer be cleaned effectively shall be replaced with new ones at the cost of the contractor."

Replace the first sentence of the third paragraph of clause 1503 with the following:

"The type of construction, spacing and placement of traffic-control facilities shall be in accordance with the latest edition of Road Signs Note No.13 - Roadworks, these project specifications, the drawings and the South African Road Traffic Signs Manual.
The details shown for spacing and placement of traffic-control facilities may, however, be revised at the discretion of the engineer where deemed necessary to accommodate local site geometry and traffic conditions."

(a) Traffic-control devices

Add the following new paragraph after the end of the second paragraph of subclause 1503(a):

"The reduction of the road width to a single lane carrying one-way traffic and controlled by "Stop / Go" boards shall be allowed only during daylight hours in clear weather conditions when work is actively taking place on the road, and such reduction of the road width shall always be accompanied by sufficient on-going watering to keep the dust down at all times on any trafficked gravel surfaces in order to maintain good visibility along the deviation. At least two lanes carrying two-way traffic shall be provided at all other times."

(b) Road signs and barricades

Add the following to the end of subclause 1503(b):

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

The temporary road signs required for this contract shall generally be mounted on poles installed in the ground. Where temporary signs such as delineators are mounted on portable supports, the only permitted method of ballasting such sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent the signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the applicable types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the contract are those designated in Road Signs Note No.13 - Roadworks.

The covering of permanent road signs, if applicable, shall be carried out by utilising a hessian bag which shall be pulled over the sign in the form of a hood and fastened to the sign posts using wire ties. Plastic bags or other materials, and fastening by means of adhesive tape, shall not be permitted for this purpose. The cost of covering permanent road signs shall be deemed to be covered by the tendered rates for items B15.01.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regard to signposting are met and the written approval of the engineer has been obtained. The contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the replacement of damaged or missing items immediately upon discovery, or within three hours of instructions to such effect having been given by the engineer. Delineators shall be of the flexible plastic / rubber reversible variety and not of the rigid metal variety."

(c) Channelization devices and barricades

Add the following paragraphs at the end of subclause 1503(c):

"Delineators shall be manufactured from plastic / rubber materials and shall be adequately ballasted with sand bags to prevent the signs from being blown over by wind or wind turbulence from moving traffic.

Traffic cones shall be manufactured from fluorescent orange or red plastic material, and shall be used only at short term lane deviations during daylight hours. All traffic cones used on deviations shall be 750mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

The use of steel drums as channelization devices shall not be allowed on this Contract. Channelization shall be effected by the use of delineators or cones as detailed in Road Signs Note No. 13 - Roadworks."

(e) Warning devices

Add the following to subclause 1503(e):

"All construction vehicles and plant used on the works shall be equipped with 200mm diameter rotating amber flashing lights and with "Construction Vehicle" warning signs. All vehicles and plant shall obtain a clearance permit from the engineer before being allowed onto the site.
Rotating lights shall have an amber lens of minimum height of 200mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall be switched on as the vehicles decelerate to

enter a construction area, while construction vehicles are operating within the accommodation of traffic area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

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

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

The contractor shall apply and maintain to the approval of the engineer such rotating amber lights and warning signs, together with any temporary mounting brackets. Vehicles and plant that do not comply with these requirements shall be removed from the site."

Add the following new subclauses to clause 1503:

(g) Other signs and facilities

The engineer may instruct the contractor to provide any other road sign, reflective tape, etc. not measured in the standard pay items. Such other road signs, reflective tape, etc. shall conform to the requirements of the South African Road Traffic Signs Manual and any other specification provided by the engineer.

The Contractor shall inform the general public of the intended road works, construction period and accommodation of traffic proposal through press releases in local and provincial newspapers. Cones shall be manufactured and positioned in accordance with the details specified on the drawings. All traffic cones and road signs shall be kept clean and visible at all times. All bituminous or other foreign material shall be removed by the Contractor, or the dirty traffic cones and road signs shall be replaced with new ones at the cost of the Contractor, as directed by and to the satisfaction of the Engineer.

(h) High visibility safety vests

The contractor shall ensure that all his own personnel, excluding those who are permanently office bound, all other construction workers on the site, staff of the engineer and visitors are equipped with high visibility reflective safety vests. High visibility reflective safety vests shall be worn at all times when working on or near to the travelled way. High visibility reflective safety vests shall be kept in good condition and any such safety vests that are, in the opinion of the engineer, ineffective shall be replaced immediately by the contractor.

B1505 TEMPORARY DRAINAGE WORKS

Replace the following:

"Clauses 40 and 53" with "Clause 6.4 and 6.5"

B1511 MAINTENANCE OF GRAVEL TEMPORARY DEVIATIONS AND EXISTING GRAVEL ROADS USED AS TEMPORARY DEVIATIONS

Add to Clause 1511 the following:

Where applicable, all references to gravel roads and/or diversions shall also include gravel shoulders used as diversions.

SECTION 1600: OVERHAUL

B1602 DEFINITIONS

(a) Overhaul material

Add the following to the end of subclause 1602(a):

"Overhaul shall not be measured separately for payment for materials obtained from commercial sources, and the rates tendered for such materials shall be fully inclusive of all haul required."

(b) Overhaul

Delete the first two paragraphs of subclause 1602(b) and replace them with the following:

"Restricted overhaul shall not apply to fill material from cut and borrow and to spoil material from excavations when hauled in excess of a free-haul distance of 0,5 km in respect of haul up to and including 1,0 km, and no measurement and payment for restricted overhaul shall be made under any item in respect of material hauled between or over these distances.

Ordinary overhaul only shall apply in respect of haul in excess of 1,0 km."

Delete the final paragraph of subclause 1602(b) since restricted overhaul shall not apply to the work required under this contract.

(d) Free-haul distance

Delete the second sentence of subclause 1602(d) and replace it with the following:

"This distance shall be 1,0 km in the case of all overhaul materials."

B1603 MEASUREMENT AND PAYMENT

Delete item 16.01 since restricted overhaul shall not apply to the work required under this contract.

*Refer to the **Note** immediately below the description of the unit of measurement for item 16.02. Delete the first paragraph of this note since restricted overhaul shall not apply to the work required under this contract.*

ITEM		UNIT
B16.02	Overhaul on material hauled in excess of 1.0 km (ordinary overhaul)	m^3 km

Delete the first paragraph of the first set of notes.

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add to Clause 3402(a) the following:

The pavement for the road shall consist of:
Wearing course 150mm G7material, from borrow pit
Subbase 150mm in suite
All layers shall comply with the requirements of Tables 3402/1, 3402/2, 3402/4 and 3402/5 of the Standard Specification.

(b) Compaction Requirements

Add to Clause 3402(b) the following:

The compaction requirements of the pavement layers shall be:
Wearing coarse 100% of modified AASHTO density
Roadbed 97% of modified AASHTO density

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3406 the following:

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8200: Quality Control (Scheme 1), Judgement Plan B of the Standard Specifications, as amended in these project specifications.

B3407 MEASUREMENT AND PAYMENT

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas. On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

Add the following new payment item:

ITEM		UNIT
B33.14	Pavement layers constructed from gravel obtained from commercial sources:	
	(a) Gravel selected layer obtained from stockpile compacted to:	
	(i) 100% of modified AASHTO density (150mm layer thickness)	m^3
	(d) Gravel subbase obtained from commercial sources (chemically stabilised material) compacted to:	
	(i) 97% of modified AASHTO density (150mm layer thickness)	m^3
	(g) Upper selected layer and Gravel shoulders compacted to:	
	(g) 93% of modified AASHTO density (specify compacted layer thickness)	m^3

The tendered rate shall include full compensation for procuring, breaking down, placing and compacting the material, including transporting the material and its removal, disposal and transporting for a distance of 10km and up to 5% of volume of oversize material and the protection and maintenance of the layer and the conducting of tests, all as specified. Overhaul shall not be measured separately for payment of materials obtained from commercial sources, and the rates tendered for such materials shall be fully inclusive of all haul required. Special reference is made to clause B1156 "Commercial Source".

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B4104 WEATHER AND OTHER LIMITATIONS

Delete adverse condition (g) of Clause 4104 and replace with the following:."

B4107 MAINTENANCE AND OPENING TO TRAFFIC

Delete this entire clause and replace with the following:

"Primed layers shall not be opened to traffic prior to the construction of the asphalt wearing course."

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 engineer. The engineer 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

Deviation specified spray rate at spraying temperature. (%)	Payment reduction factor of tendered rate.
±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 engineer 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, but shall consist of 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 engineer, only the actual quantities applied shall be paid for."

B4109 TESTING

Add the following:

No payment shall be made if this condition is not adhered to. The contractor shall, at his cost, provide to the engineer's representative samples of every batch of prime delivered to site.

SECTION 4200: ASPHALT BASE AND SURFACING

B4205 GENERAL LIMITATIONS AND REQUIREMENTS AND THE STOCKPILING OF MIXED MATERIAL

(b) Moisture

Add the following at the end of the second last paragraph after "engineer":

"even if the underlying layer has been previously primed."

(c) Surface Requirements

(iii) Tack Coat

Add the following new paragraph:

"Hand spraying shall only be permitted on areas approved by the engineer. The binder distributor shall be capable to apply the binder evenly over the full area. The equipment shall comply with clause 4103. Tack coat shall be applied to all transverse and longitudinal joints by hand utilizing a paint brush." Tack coat shall be uniformly applied to all transverse and longitudinal joint faces by hand utilising a paint brush."

The tack coat shall be a spray grade 60% cationic or anionic emulsion conforming to S.A.N.S 548 OR 309 respectively

B4206 PRODUCING AND TRANSPORTING THE MIXTURE

(b) Production of the mixture

(ii) Using drum-type mixer plants:

Add the following:

"The contractor shall ensure that sufficient cold-feed bins are installed to accommodate each individual aggregate fraction, including the filler. Pre-blending of aggregate fractions shall not be permitted."

(c) Transporting the mixture

Add the following paragraph:

"Special precautions shall be taken by the contractor to ensure that the temperature of the total mass of asphalt does not decrease by more than 10°C from point of despatch to the point where it is to be paved. The use of the thermal blankets shall be obligatory in instances of cold weather and where the haul time is in excess of 30 minutes." The contractor shall ensure that trucks used to haul asphalt are not overloaded and the legal axle loads are not exceeded. Before any asphalt can be transported, the contractor must provide the engineer with the certified carrying capacity of each truck intended for the purpose of transporting the mix. The contractor shall provide the engineer with a weigh bridge ticket before discharging into the paver hopper.

Any truck that is over loaded shall not be allowed to discharge its load and shall return to the depot/batching plant for adjustment of the load. In addition a penalty shall be applied for the overload."

Add the following sub-clause:

(f) Approval of asphalt mixes

Before any asphalt is placed on the road, the engineer shall approve the mix design. The approval process shall be as follows:

(a) Laboratory mix design.

The contractor shall prepare and submit a laboratory design mix together with test results at four different bitumen contents on the prescribed form D3 of TMH 10. In addition, the proposed asphalt mixture shall be subjected to

gyratory testing. All the expenses in preparing and submitting the laboratory design mix shall be to the contractor's cost.

The proposed design, as well as samples of all aggregates and bitumen intended for use, shall be submitted to the engineer for check testing at least six weeks prior to the intended date of commencement with any asphalt production.

(ii) Plant Mix Design

After approval is obtained for the laboratory design mix, a plant mix at varying binder contents of approximately 5 to 10 tons each shall be produced. The purpose of the plant mix is for the contractor to prove that the laboratory design mix can be produced successfully and that the plant is accurately calibrated. The engineer shall conduct the necessary testing on the plant mix, which may include "wheel tracking" or other specialised testing, as may be ordered by the engineer, to further evaluate the mix. The plant mix shall not be placed on the road. During the production of the plant mix, the engineer shall be afforded the opportunity to inspect the asphalt plant.

(iii) Trial Section

After the plant mix is approved, permission shall be given for laying a trial section at varying binder contents in accordance with the requirements of section 4211 of the specifications. The engineer may require that the mix be further assessed by means of CSIR Wheel Tracking or MMLS testing, the cost of which will be borne by the Employer. Provision is made for payment for the first approved section only including the cost of the specialized testing. Mass production of asphalt shall only commence after approval of the trial section, which should be given within a maximum of ten days.

The engineer may instruct the contractor at any time to halt his paving process and to review the whole or part of the above process should a change of aggregate properties occur, the specified asphalt requirements not being met and/or a consistent asphalt mixture not be produced."

The specification for the Continuously Graded Medium asphalt base is as follows:

1. The surfacing shall consist of 13.2mm Continuously Graded Medium Asphalt with a 50/70 pen binder.
2. The nominal binder content shall be 5,5%.
3. The asphalt mixing temperature shall be between 145˚C and 170˚C.
4. The approved target grading shall comply with Table 4202/11.
5. ITS shall be between above 800.
6. The Marshall voids (75 blows/side) shall be between 3% and 6%.
7. VMA shall be more than 14%.
8. The modified Lottmanns (TSR) > 0,8.
9. MMLS 3 Rutting <2.5mm. Test to be wet at 100k axels, 2400 repetitions per hour, 50˚C, 800 kPa tyre pressure, 2.9KN wheel load, briquette thickness 60mm, sample compaction Gyratory.
10. Air permeability at 7% voids shall be less than 1X10^-8.
11. Minimum voids after 300 gyrations with the gyratory compactor shall be > 2,0%.
12. The binder film thickness shall be between 5,5 and 8,5 microns.

Table 4202/11

SIEVE SIZE (mm)	CONTINUOUSLY GRADED MEDIUM ASPHALT SURFACING	
	MIN	MAX
26.5		
19		
13.2	100	100
9.5	82	100
6.7		
4.75	54	75
2.36	35	50
1.18	27	42
0.6	18	32
0.3	11	23
0.15	7	16
0.075	4	10
Aggregate	93.5%	
Binder Content	5.5%	
Modified Binder	35/50 Pen Bitumen	
Active Filler	1,0% Hydrated Lime	

B4208 JOINTS

Add the following to this clause:

The position of the longitudinal construction joints shall be such that they do not fall on the wheel paths or on shoulder line markings where the width of the shoulder is less than 2,0m.

Where the difference in level between the new work and the existing road surface exceeds 25mm and public traffic is to use the partially surfaced road, joints shall be treated as follows:

Transverse steps at the end of a day's work shall be tapered off at a slope of 1 vertical to 20 horizontal (1:20) to tie in with the existing surface. The tapered section shall be removed before surfacing is recommenced and a joint formed in accordance with clause 4208 of the specification.

Longitudinal joints exposed to traffic shall be provided with a taper of compacted asphalt material over the full length of the exposed joint. The width of the taper shall be at least 5 times the difference in level between the old and new work.

All costs involved in the provision and removal of these temporary ramps shall be deemed to have been included in the rates tendered for the relevant asphalt pay item.

B4210 COMPACTION

Add the following:

No roller sensitive asphalt mixes will be allowed on this contract. The asphalt will be classified as roller sensitive if any movement takes place under a steel wheel roller of mass 9t when the temperature of the asphalt layer on the road has dropped to below 110°C. Vibration rollers will not be permitted for the compaction of asphalt layers.

B4214 QUALITY OF MATERIAL AND WORKMANSHIP

(b) Coring of asphalt layers

Add the following:

"A suitable coring machine shall be available on a daily basis when asphalt paving is taking place. Cores shall only be drilled, when the road temperature is 20°C or less. Core holes shall be filled with hot mix asphalt and compacted, all within 24 hours of the core being drilled. Coring shall be carried out within 48 hours after the paving has been completed and supplied to the engineer. The test results of cores shall be submitted to the engineer within 24 hours after coring."

(c) Routine inspection and tests

Add the following paragraphs:

"The contractor shall keep accurate records of:

(i) The position where every truckload of asphalt is paved (chainage, lane, time and date).
(ii) The temperatures of the asphalt in the trucks both at the mixing plant and at the paving equipment immediately prior to discharging the load.
(iii) The truck and load number from which control samples are taken. All samples taken shall be appropriately numbered.

Test results and measurements will be assessed in accordance with the provisions of Section 8200: Quality Control (Scheme1) Judgement Plan B."

Add the following sub-clause:

(d) Special tests

n-Heptane-Xylene Equivalent (Spot test) (AASHTO-T102)

If the engineer suspects that bitumen or asphalt has been overheated, he may order that the bitumen, or the bitumen recovered from the asphalt, be subjected to the Spot Test. Recovery of binder for use in the Spot Test shall be carried out according to an approved method.

Any bitumen having an n-Heptane-Xylene equivalent in excess of 36, or in excess of the manufacturers test result on the dispatched stock, shall be considered to have been overheated and shall be deemed to be rejected unless proven otherwise."

B4215 MEASUREMENT AND PAYMENT

Amend the following payment item:

ITEM		UNIT
B42.08	100 mm cores in asphalt paving	No

Add the following to the first sentence of the first paragraph of item 42.08 after the word "drilled:"
"(irrespective of the depth of the core)"

C3.3: PARTICULAR SPECIFICATIONS

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C.1 General

In order to ensure that the construction work is carried out in an environmentally sensitive manner, strict compliance with the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
    i. Minimise disturbance of the natural environment,
    ii. Prevent pollution of land, air and water,
    iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes subcontractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, subcontractors and suppliers.

C.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the Construction Manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter, etc.,),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

C.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Employer's Agent and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m Bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

C.5 Access

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

C.6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

C.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working condition and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

C.8 Fauna

- Contractors and sub-contractors staff and workers may not chase, catch or kill animals encountered during construction.

C.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The Contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owners' lands.

C.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

C.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc.,) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc.,).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The Contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C.14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C.16 Soil Management

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion gullies.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary, an absorbent such as Peat Sorb should be used to aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at the construction camp.

C.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.

- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

C.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The Contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc.,) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Employer's Agent.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets, etc.,) on completion of the day's work.

Any spill around the container(s) should be treated as per Section C.11 and C.16.

PART D: DAYWORK

This part of the Particular Specifications deals with the provision for daywork in the Schedule of Quantities. Rates for daywork shall be entered in the Schedule of Quantities in accordance with the following specifications.

D1. SCOPE

According to Clause 6.5 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the Schedule of Quantities. The quantities used in the Schedule of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.3 of the General Conditions of Contract 2015.

No work will be paid for as daywork without the written instruction or approval of the Employer's Agent.

D2. TYPE OF WORK

The Employer's Agent may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Employer's Agent. Daywork will only be used in exceptional circumstances.

D3. MATERIALS

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Section D of the Schedule of Quantities for daywork materials. The Contractor shall enter a tendered percentage in the Schedule of Quantities to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Instructions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the Employer's Agent. Further, if specific materials are required for daywork, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015.

D4. CONSTRUCTION PLANT HIRE

Where daywork is ordered, the tendered rates for plant hire in Section D of the Schedule of Quantities shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the Schedule of Quantities for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the daywork.

D5. SALARIES AND WAGES OF WORKMEN

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Schedule of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Employer's Agent, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

D6. MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for plant shall be the number of Vibroclock hours worked and each item of plant shall be fitted with a Vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2015 with regard to the submission of daywork claims.

PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

E1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, the Employer's Agent, inspectors and all other persons entering the site of works.

This specification shall be read in conjunction with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993 and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations.

In terms of the OHSA Agreement in Section C1.4 of the Contract document, the status of the Contractor as mandatary to the Employer (client) is that of an employer in his own right, responsible for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representatives of trade unions and any other persons entering the site of works.

E1.1 Information based on the Employer's baseline risk assessment

The information presented in this subclause E1.1 is based on the Employer's baseline risk assessment prepared specifically for this contract.

This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

This information is neither prescriptive nor exhaustive, and is provided as a guideline to Tenderers in preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

The following aspects of this project carry the risk of possible injuries:

- Operation and maintenance on the site of heavy civil engineering plant such as excavators, bulldozers, front end loaders, tippers, TLBs, compaction equipment, rock breaking plant, water pumps, concrete mixers, ready mixed concrete trucks, batch plants, cranes, concrete pumps, compressors, pneumatic tools, generators, etc.
- Use on the site of power tools and hand tools.
- Handling of materials such as scaffolding, formwork, timber planks, steel wire, reinforcement, cement bags, concrete materials and hand stone.
- Storage and handling of flammable materials such as fuels, oils, adhesives, and painting and cleaning products including bituminous paint.
- Storage and handling of herbicides and ant poisons.
- Presence of open excavations for the box culvert, manholes and stormwater pipe trenches.
- Risks related to general safety and security on site.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessarily covered in the above.

E2. DEFINITIONS

For the purpose of this contract the following shall apply:

(a) **Employer**" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as "**client**" as defined in the Construction Regulations 2014. "**Employer**" and "**client**" are therefore interchangeable and shall be read in the context of the relevant document.

(b) "**Contractor**" wherever used in the contract documents and in this specification, shall have the same meaning as "**Contractor**" as defined in the General Conditions of Contract 2015.

In this specification the terms "**principal contractor**" and "**contractor**" are replaced with "**Contractor**" and "**subcontractor**" respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatary, without derogating from his status as an employer in his own right.

(c) "**Employer's Agent**" where used in this specification, means the Employer's Agent as defined in the General Conditions of Contract 2015. In terms of the Construction Regulations the Employer's Agent may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

E3. TENDERS

This Health and Safety Specification forms an integral part of the Contract and Tenderers are required to use it during the tender phase for pricing the preparation of a project specific Health and Safety Plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during construction. Tenderers must forward a copy of this Specification to all other persons or organisations that may be submitting prices to the Tenderer during the tender stage to enable them to include the cost of preparing their own Health and Safety Plan, relevant to their particular operation, and for compliance with the health and safety requirements during construction. Payment items are included in the Schedule of Quantities for compliance with the Occupational Health and Safety Act and Construction Regulations and with this Specification.

Tenderers are required to complete Form J 'Contractor's Health and Safety Declaration' in section T2.2 'Returnable Schedules'.

Failure to submit the foregoing with his tender and/or to provide realistic rates for relevant payment items will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely, in accordance with the Act and Construction Regulations and his tender shall be deemed non-responsive.

E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.

A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

E5. HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include

a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

E6.1 Appointments

The Contractor shall appoint in writing all employees.

The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7 and the Employer's SCM Policy, and any other relevant procurement guidelines as applicable.

E6.2 Health and safety induction training

No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

E6.3 Medical certificate of fitness

The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

E7. APPOINTMENT OF SAFETY PERSONNEL

E7.1 Construction manager

Refer to Construction Regulation 8(1), (2), (3) and (4).

The Contractor shall appoint a full-time **Construction Manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety compliance.

The Contractor may also have to appoint one or more **assistant construction managers** to assist the Construction Manager where justified by the scope and complexity of the works.

E7.2 Construction health and safety officer

Refer to Construction Regulation 8(5) and (6).

Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a full-time or part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Labour and shall have the necessary competence and resources to perform his/her duties diligently.

E7.3 Construction supervisor

Refer to Construction Regulation 8(7), (8), (9) and (10).

The Contractor shall appoint a **construction superintendent** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.
The Contractor may also have to appoint one or more competent employees to assist the construction superintendent where justified by the scope and complexity of the works.

E7.4 Health and safety representatives

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

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

E7.5 Health and safety committee

In terms of Section **19 of the Act (OHSA 1993)**, the Contractor (as employer) shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

E7.6 Competent persons

The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work in all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities for compliance with **all** requirements of the Construction Regulations.

E8. RECORDS AND REGISTERS

The Contractor is bound to keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees and representatives of trade unions.

E9. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatary (employer) for the contract under consideration.

***The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations*.**

E10. MEASUREMENT AND PAYMENT

It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the health and safety measures required in terms of the Act and Regulations during the construction process.

(a) Safety appointments

No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the Construction Manager, any assistant construction managers, the construction health and safety officer, the construction superintendent, any assistant construction superintendents, health and safety representatives, health and safety committee members and competent persons, all as referred to in subclauses E7.1 to E7.6 above. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons.

(b) Records and registers

The keeping of records and registers related to health and safety on site as described in clause E8 above shall be regarded as a normal duty of the Contractor for which payment shall be deemed to be included in the Contractor's various tendered rates and prices, and for which no separate additional payment will be made except to the extent provided in item B13.02 of the Schedule of Quantities.

(c) Medical certificates

No separate additional payment will be made to cover the costs related to obtaining the medical certificates of fitness required for every employee, including subcontractors and their employees, issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such medical certificates.

PART F: REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

F1. INTRODUCTION

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour intensive technologies to create job opportunities. This involves the use of plant and labour, where labour is preferred and plant is used appropriately.

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.

F1.1. Employment of Unskilled and Semi-Skilled Workers in Labour Intensive Works

Requirements for the sourcing and engagement of labour.

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

1.1.2. The rate of pay set for the EPWP is as per latest Department of Labour hourly rates at the times of "the commencement of the works".

1.1.3. Tasks established by the contractor must be such that:

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

1.1.4. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

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

a) Where the head of the household has less than a primary school education;
b) That have less than one full time person earning an income;
c) Where subsistence agriculture is the source of income; and
d) Those who are not in receipt of any social security pension income.

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

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

Note: The Contractor shall not be required to employ NYS youth workers in terms of this contract.

F1.2. Payment for the Labour-Intensive Component of the Works

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either 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 work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified in 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 targets.

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. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

F1.3. Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data

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 timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted monthly in electronic/hard copy formats:

- Certified ID copies of all locally employed labour;
- Signed Contracts between the employer and the EPWP Participants;
- Attendance Registers for the EPWP Participants;
- Proof of Payment of EPWP Employees; and
- Monthly Reporting Template as per EPWP requirements.

F1.4. Training of EPWP workers

All EPWP workers will be placed on an extensive training programme that will include:

(a) an induction into EPWP;
(b) life skills training;
(c) technical training focusing on a vocational skill to be used on the project (e.g., painting, carpentry, etc.);
(d) entrepreneurship and business skills training.

All training will be arranged by the EPWP programme manager, with whom the Contractor will be required to work closely to schedule the training sessions so that the timing of the training is aligned with the Contractor's work schedule and his demand for workers with specific skills. The EPWP programme manager will make full details of the training programme available to the Contractor.

The Contractor shall maintain comprehensive records of the training received by each EPWP worker throughout the course of the contract, and shall submit to the Employer at each monthly site meeting a summary of the accumulated training received by each EPWP worker.

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications. The facility shall accommodate a class of up to 10 learners and shall comprise the following:

(a)	Lecture room (interior area)	=	24 m^2
(b)	Ablutions (male)	=	6 m^2
(c)	Ablutions (female)	=	6 m^2
(d)	Chairs for learners (individual chairs, with backs)	=	10 off
(e)	Desk area for 10 learners (500 mm width)	=	5 m^2
(f)	Chairs for trainers and management (individual chairs, with backs)	=	3 off
(g)	Table area for trainers and management	=	3 m^2
(h)	220/250 volt power points	=	4 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=	4 off
(j)	Single incandescent light fittings complete with 100 watt globes	=	4 off
(k)	Wash hand basins complete with taps and drains	=	2 off
(l)	Fire extinguishers, 9,0 kg, all purpose dry powder type, complete,		

	mounted on wall with brackets	=	2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	2 off
(n)	Voltage stabilizers	=	2 off
(o)	Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells	=	2 off
(p)	White boards (3 m x 1,5 m)	=	1 off
(q)	Venetian blinds	=	6 m^2

F1.5. Contractor's obligations towards persons employed under the EPWP programme

All persons employed under the EPWP programme are to comply with the Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment act of 1997 by the Minister of Labour in Government Notice NR347 of 4 May 2012. This document notes that the sector rates for labour do not apply to employees under the EPWP programme. Over and above implementing in accordance with the Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment act of 1997 by the Minister of Labour in Government Notice NR347 of 4 May 2012, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP programme worker beneficiaries:

(a) ensure that all beneficiaries receive induction on site safety prior to commencing with work on site;
(b) ensure that all beneficiaries are covered by the Compensation for Occupational Injuries and Diseases Act, 1993 for as long as they are contracted to the Contractor, and to pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
(c) implement health and safety procedures with respect to the beneficiaries, ensuring that the health and safety regulations are adhered to;
(d) provide all beneficiaries with the necessary protective clothing and equipment as required by law for the specific trades in which the beneficiaries are involved, in addition to the overalls stipulated for EPWP workers;
(e) assist in the assessment of beneficiaries with regards to their competencies in their respective trades;
(f) provide overall supervision and day-to-day management of beneficiaries;
(g) implement strict quality control to ensure that the work carried out by the beneficiaries is of the required standard, and, where necessary, to train and mentor the beneficiaries to assist them in achieving the standards required;
(h) ensure that all beneficiaries are paid their wages on time through the pre-agreed payment method as stipulated in the beneficiary contract;
(i) provide safe on-site storage facilities for tools and apparel issued to the beneficiaries.

F1.6. Apparel and tools for EPWP workers

The Contractor will provide each EPWP worker with two orange overalls with markings as specified in F5. EPWP BRANDING SPECIFICATION.

The Contractor shall also provide the EPWP workers with all such listed tools and apparel necessary for their on-site work, including appropriate safety apparel, as well as with safe storage facilities on site, the cost of which shall be refunded to the Contractor through the provisional sums included in the Schedule of Quantities for this purpose. The EPWP workers shall be responsible for the safe on-site storage of all tools and apparel issued to them, using the storage facilities provided on site by the Contractor.

Certain specified apparel and tools issued to the EPWP workers will become the property of the EPWP workers after the completion of their cycle of work on the project, in order to enable them to continue to practise their trade on future projects. Such apparel and tools shall be specified and authorised by the Employer's Agent.

F2. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goals of creating EPWP job opportunities, the Contractor must provide the following information for reporting purposes:

F2.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting. The data that is required to be kept and maintained for each project includes:

F2.1.1 Participant data

A participant list must be maintained for every project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor on a weekly basis, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

(a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book, certified in the calendar year, address and contact number.
(b) Participant profiles – nationality, gender, age, education level, language(s), government grant and disability status.
(c) Monthly work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked. Participants cannot work more than 23 days in any given month.

F2.1.2 Project work data

This generally seeks to confirm the number of people at work daily on the project. The following data must be recorded and maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The documentation that should be kept includes:

(a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
(b) Summary of monthly attendance.
(c) Training register for each training course undertaken. This includes both formal and informal training such as induction, toolbox talks and on-the-job training. The training register must detail:

- Training course
- The accreditation of the course (accredited or non-accredited)
- Training provider
- ID number of participant trained
- Name and Surname of participant trained
- Gender of participant trained
- Signature of participant
- Duration of training

F2.1.3 Project payment data

This generally seeks to confirm what was paid, for how much work and to whom. It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

(a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid.

Alternatively,

(b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

F2.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting the data necessary to enable the Employer to calculate the following employment output data:

(a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
(b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
(c) Number of Full Time Equivalents (FTEs) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
(d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
(e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).

The above information is to be compiled and submitted to the Employer by the 2nd of each month in addition to a completed latest revision of the EPWP reporting tool received from the Employer.

F3. PROVISION OF TRAINING

This specification covers the requirements for the provision of training to be arranged by the contractor over the period of this contract.

F3.1. Generic Training

3.1.1. The contractor shall, from the commencement of the contract, implement a structured progressive training programme for local workers who meet the minimum criteria for the training courses.

3.1.2. The generic training will inter alia comprise, but not be limited to the following subjects:

Course Description	Estimated No. of Trainees	Estimated Duration (Days)
1. Road safety for construction workers		……
2. Flagmen		……..
3. Concrete handling, placing and finishing		……
4. Guardrails		……
5. Bituminous road surfacing		……

3.1.3. Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

3.1.4. The tenderer shall provide with his tender full details of the structured training programme he intends to implement; which details shall include the following:

(a) The name of the training institution and programme;
(b) The manner in which the training is to be delivered; and
(c) The numbers and details of the trainers.

Such details shall be entered on or attached to Returnable Schedule P included herein.

3.1.5. The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

(a) A suitable venue with sufficient furniture, lighting and power;
(b) All necessary stationery consumables and study material;
(c) Transport of the students (as necessary);
(d) Payment of wage to all trainees during the classroom training at a rate equal to the minimum wage as set in the Ministerial Determination for the Expanded Public Works Programme on an annual basis;
(e) Relevant PPE required for the project works; and
(f) Additional supervision of learners during the practical learning stages of the works. Wage for the leaners during this stage of the training will be paid through the outputs.

3.1.6. Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.

3.1.7. The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

3.1.8. The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Section C4.7 of this document.

F4. PERSONAL & OTHER PROTECTIVE EQUIPMENT (SECTIONS 8/15/23 OR THE OHS ACT)

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.
Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her except under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where it is proven that the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any Rehabilitation projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

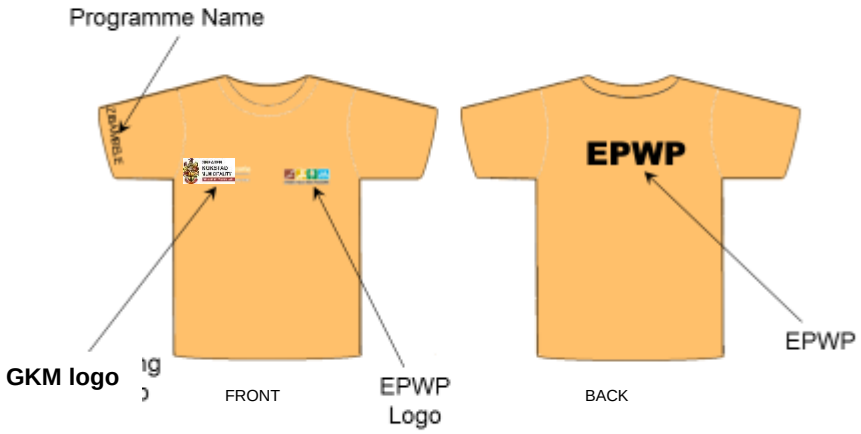
All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls
- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

F5. EPWP BRANDING SPECIFICATION

EPWP Branding



Printing on PPE: PPE (Overalls) shall be orange with/without reflective tape and shall be branded as follows:

- EPWP logo (printed or embroidered) on the left front pocket location i.e. over the heart position (full colour).
- GKM's Logo on the right front pocket (printed or embroidered) location (full colour).
- The height of the departmental logo (including text) shall not exceed the height of the EPWP logo (including text).
- The letters EPWP on the back of the PPE in BLACK.
- The program/project name i.e. REHABILITATION OF WYLDE ROAD is to be printed on the left sleeve of short sleeved apparel and may not have to be placed on long sleeved apparel.
- Where required orange safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the works never allow for labour to work without high visibility vests.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.

F6. MEASUREMENT AND PAYMENT

The following payment items shall be used to effect the payments for EPWP.

Item Unit

F6.01 Payments associated with the EPWP programme:

(a) COIDA payments to the Compensation Commissioner for EPWP workers Prov Sum

(b) Provision for specified EPWP branding on PPE for EPWP workers Prov Sum

(c) Additional supervision during practical training L/Sum

The provisional sums provided under subitems F6.01(a) and (b) shall be expended in accordance with Clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under subitem F6.01(a) shall be used to cover the cost of the COIDA payments made by the Contractor to the Compensation Commissioner for EPWP workers, all as authorised by the Employer's Agent.

No payment shall be made for time spent during any other on-site liaison, telephonic liaison, e-mail or written correspondence liaison between these parties, or for liaison conducted with the training service provider by any other member of the Contractor's site staff or head office personnel, the cost of all of which shall be deemed to be included in the Contractor's time-related obligations under subitem B13.01(c).

The provisional sum under subitem F6.01(b) shall be used to cover all costs associated with the provision of the necessary EPWP branded PPE including safety apparel for the EPWP workers as determined in the risk assessments and as required for full duration of the contract. See F5. EPWP BRANDING SPECIFICATION.

The lump sum tendered under subitem F6.01(c) shall include full compensation for the provision of additional supervisory staff to manage the output generated from the learners during practical training.

The Contractor shall note that no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP employees, for planning, organising, directing, controlling and administrating their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the other rates tendered for the various items of work scheduled throughout the Schedule of Quantities.

EXPANDED PUBLIC WORKS PROGRAMME - EMPLOYEE CONTRACT

1. THE PARTIES

This agreement is made between
The Employer……...
Represented by……..and
The Employee …….
Employee Identity Number: ……..
Gender: Male or Female ……. Age: …….

1.1. This contract must be read in conjunction with the Basic Conditions of Employment as well as the Ministerial Determination 4: Expanded Public Works Programme.

1.2. The Employer hereby appoints the Employee to work on the project:

EPWP Project No: ……...
Project Name: ……..

1.3. The Employee is appointed as a: …… and will be paid by the Employer: R_____ for every day task properly completed to the satisfaction of the Employer.

1.4. The Employee shall be paid by _____ for day tasks completed properly between _____ and _____.

2. OBLIGATIONS OF EMPLOYEE

2.1. The Employee is required to carry out the work assigned by the Employer/his representative carefully, properly and within the required time for the tasks assigned, and will only be paid for completed day tasks and not on a daily wage;
2.2. The Employee is required to abide by the decisions of the Employer at all time; and
2.3. Notwithstanding the date of signature of this contract the employment relationship is deemed to have commenced on _____ and shall continue until the completion of this contract _____ OR OTHERWISE STATED.

3. POOR WORKMANSHIP

3.1. Should the quality of the work produced by the Employee be considered to be poor by the Employer/representative, then the Employer will not pay the Employee for the work done until the Employee has completed the work to his/her satisfaction.

4. OBLIGATIONS OF THE EMPLOYER

4.1. The Employer shall pay the Employee for all work assigned to the Employee which is completed satisfactorily and shall provide the Employee with the necessary tools, materials and training for the Employee to carry out the assigned work.

5. TERMINATION OF CONTRACT

5.1. The employer may terminate the employment of an Employee for good cause after following a fair procedure.
5.2. The Employer may terminate this agreement at its sole discretion in the following circumstances:
   a) If funding for the project is stopped for whatever reason;
   b) If the Employee continues to provide poor workmanship after being issued on warning in writing to rectify poor workmanship;
   c) If the Employee refuses to carry out the work assigned by the Employer/representative;
   d) If the Employee is drunk or disorderly or troublesome at work on the project;
   e) If the Employee is found to have stolen tools or materials from the project;
   f) If the Employee is absent from work without permission or good reason for more than three successive days.
   g) If an Employee does not attend required training events, without good reason.
5.3. A worker will not receive severance pay upon termination.

6. SETTLING OF DISPUTES

6.1. Any dispute or claim arising out of this agreement, which cannot be settled between the parties, shall be referred, without legal representation, to the Project Programme Manager for resolution. The Project Programme Manager shall investigate the dispute and shall decide fairly on the matter. The parties shall comply with the decision of the Programme Manager with respect to settlement of the dispute. Should either party fail to comply with the decision of the Programme Manager, the Programme Manager may take whatever measures he/she considers necessary to enforce compliance, including inter alia withholding further funding to the project until such time as compliance has occurred.

7. MEAL BREAKS

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

8. DAILY REST PERIOD

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

9. WEEKLY REST PERIOD

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

10. KEEPING RECORDS

10.1. The Employee must provide to the Employer the following:
10.1.1. Certified copy of ID
10.1.2. Signed contract
10.1.3. Standard ID picture
10.1.4. Banking details corresponding to the details on the ID document

11. PAYMENT

11.1. Wages paid to the Employee will be deposited into the Employee's bank account. Cash payments will not be made.
11.2. The Employee will only be paid for tasks that have been completed.
11.3. The Employee will be paid within five weeks of the work being completed and the work having been approved by the manager.
11.3.1. An Employee will be entitled to payment only if he/she completes the assigned task to the satisfaction of the employer's site representative.
11.4. Employees given due notice of inclement weather will not be paid.
11.5. Employees will be paid if inclement weather forces work to stop while on site.
11.6. The Employee will be provided with the following information in writing –
11.6.1. The period for which payment is made;
11.6.2. The numbers of tasks completed or hours worked;
11.6.3. The Employee's earnings;
11.6.4. Any money deducted from the payment;
11.6.5. The actual amount paid to the Employee.

11.7. The quantity of task rate will vary from depending on the type of activity to be performed. The Employee will be informed at the beginning of each task or group of tasks how much to be completed as a daily task work (individual or group of tasks).

11.8. If an Employee's employment is terminated, the employer must pay all monies owing to that Employee within one month of the termination of employment.

12. DEDUCTIONS

12.1. An employer may not deduct money from an Employee's payment unless the deduction is required in terms of a law.

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

12.3. An employer who deducts money from an Employee'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.

12.4. An employer may not require or allow an Employee to

12.4.1. Repay any payment except an overpayment previously made by the employer by mistake;

12.4.2. State that the Employee received a greater amount of money than the employer actually paid to the Employee; or

12.4.3. Pay the employer any other person for having been employed.

13. HEALTH AND SAFETY

13.1. The employer will take all reasonable steps to ensure that the working environment is healthy and safe.

13.2. An Employee must:

13.2.1. Work in a way that does not endanger his/her health and safety or that of any other person;

13.2.2. Obey any health and safety instruction;

13.2.3. Obey all health and safety rules of the EPWP;

13.2.4. Use any personal protective equipment or clothing issued by the employer;

13.2.5. Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

14. COMPENSATION FOR INJURIES AND DISEASES

14.1. It is the responsibility of the employer to arrange for all persons employed on EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 pf 1993.

14.2. An Employee must report any work-related injury or occupational disease to the employer or designated representative.

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

14.4. The employer will pay an Employee who is unable to work because of any 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.

15. CERTIFICATE OF SERVICE

15.1. On termination of employment, an Employee is entitled to a certificate stating:

15.1.1. The Employee's full name;

15.1.2. The name and address of the employer;

15.1.3. The EPWP on which the Employee worked;

15.1.4. The work performed by the Employee;

15.1.5. Any training received by the Employee as part of the EPWP;

15.1.6. Any other information agreed on by the employer and Employee.

In addition to the above conditions all the terms and conditions of employment on EPWP and the Basic Conditions of Employment apply to your employment as well. If you are found in breach of any of these terms you contract may be terminated.

16. SIGNATURES

Signed on this day …… of …….....

Employer: ……... Date: ……

Employee: ……. Date: ……

Witness: …….. Date: ……

Annexure A: Form - Participant Details

Participant details must be filled out and attached to contract with certified copy of ID
This form must be used to complete the latest EPWP reporting template obtained from the Employer.

Field	**Response**	
First Name on certified ID document		
Initials on certified ID document		
Surname on certified ID document		
ID number on certified ID document		
Date Of Birth on certified ID document		
Gender (Mark with X)	M	F
Disability (Mark with X)	Y	N

Highest level of education

Code	**Education Levels**	**Mark with X**
1	Unknown	
2	No Schooling	
3	Grade 1-3 (Sub A_Std 1)	
4	Grade 4 (Std 2) Abet 1	
5	Grade 5-6 (Std 3-4) Abet 2	
6	Grade 7-8(Std) 5-6 Abet 3	
7	Grade 9 Abet 4	
8	Grade 10-11 (Std 8-9)	
9	Grade 12 (Std 12)	
10	Post Matric	

Date work starts	
Date work ends	

Mark up to 3 languages spoken (Mark with X)

Code	**Language ID**	**Mark with X**
1	Afrikaans	
2	English	
3	IsiNdebele	
4	IsiXhosa	
5	IsiZulu	
6	Sesotho sa Leboa	
7	Sesotho	
8	Setswana	
9	siSwati	
10	Tshivenda	
11	Xitsonga	
12	Other	

Address		
Contact Number		
Government Grant (Mark with X)	Y	N
		Social
		Disability
		Child
Province – completed by official		
District Municipality– completed by official		
Local Municipality – completed by official		

The contractor must note the target local labour area and provide preference to participants in close proximity to the project		
Nationality	RSA	Non-RSA
If non-RSA, provide details		
Work Permit number		
Country of origin		
Number of people in Household		
Number of Dependents in Household		
Number of Children attending school		

Understanding what tests are required, reading and interpreting results relating to specifications and quality, and how to make the corrections required.

(iv) Productivity:

Recording productivity and understanding the principles. Knowing where to make corrections and how to implement solutions.

TABLE OF CONTENTS

PAGE NO.

C4: SITE INFORMATION ..... SI. 2

C4.1: LOCALITY PLAN ..... SI. 2

C4.2: DRAWINGS ..... SI. 4

C4: SITE INFORMATION

C4.1: LOCALITY PLAN

The location of the site is as per the attached Locality Plan.

C4.1.1: Access

The site shall not only include the proclaimed road reserve but shall be extended in the broader sense to take account of all areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract. Incidental intrusion into private or tribal property outside the road reserve shall not be permitted without the owner's written authority. Any such agreement reached with a private or tribal landowner (occupier) shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

C4.2: DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings are issued as a separate book of drawings. The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

C4.2.1 List of drawings attached.

Tender drawings are issued separately and are listed hereunder: